Michael J. Geiger
Assistant General Counsel

Thomas & Betts Corporation 8155 T&B Boulevard Memphis, TN 38125 (901) 252-5936; Fax: (901) 252-1340 michael_geiger@TNB.com

Thomas Betts

TER SOLD BEEN

February 13, 2003

VIA FEDERAL EXPRESS

Carlton D. Cuffman U.S. Environmental Protection Agency Remedial Enforcement Support Section 77 W. Jackson, SR-6J Chicago, Illinois 60604-3590

RE: CERCLA §104(e) Request for Information

Ellsworth Industrial Park Site Downers Grove, Illinois PRP: TDI Batteries

Dear Mr. Cuffman:

Thomas & Betts Corporation ("T&B") on behalf of our former subsidiary TDI Batteries, acknowledges receipt of, and responds to, the request for information propounded by the U.S. Environmental Protection Agency ("EPA") on TDI Batteries. EPA issued this request under Section 104(e) of Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA"), 42 U.S.C. § 9604(e). These requests concern TDI Batteries' former operations located at 2800 Hitchcock Avenue and 2852 Hitchcock Avenue in Downers Grove, Illinois ("Facility").

Corporate History

T&B acquired TDI Batteries in 1997. In August 2000, T&B divested its electronics division, including TDI Batteries, to Tyco International. T&B responds on behalf of TDI Batteries for this matter.

EPA Region 5 Records Ctr. 265560 Carlton D. Cuffman U.S. Environmental Protection Agency February 13, 2003 Page 2

<u>Timeliness and Responsiveness</u>

EPA demanded responsive information by November 12, 2002. EPA granted an extension until February 12, 2003. T&B appreciates the EPA's courtesy in granting this extension and apologizes for the one day delay in responding which was caused by our internal systems.

In responding to these requests, T&B reviewed its files located at its corporate offices, researched and reviewed historic, archived records potentially relevant to the Facility, and conducted due diligence inquiries of T&B employees. T&B believs that this submission represents complete responses.

T&B sets forth its response separately to each enumerated inquiry. Documents referenced in the responses are included as separate appendices. The appendices have been organized by subject matter to better assist any review.

T&B included all responsive information from its files or in its possession, custody or control.

Please feel free to communicate with any questions or issues.

Very truly yours,

Michael J. Geiger

MJG/jk Enclosure

Ellsworth Industrial Park Site Downers Grove, Illinois

Information Request Responses of TDI Batteries Submitted by: Thomas & Betts Corporation February 2003

Introduction

Thomas & Betts Corporation ("T&B") responds to the Section 104(e) CERCLA Information Requests of the United States Environmental Protection Agency ("EPA") regarding the Ellsworth Industrial Park Site. T&B responds on behalf of its former subsidiary and Information Request recipient, TDI Batteries.

The responses below provide details of the former operations of TDI Batteries at the Downers Grove, Illinois location, as such information remains available. T&B provides this detail and fully responds to these requests to the best of its ability. We note, however, that many of the Information Requests concern activities and operations pre-dating 1980. TDI Batteries did not operate at the Downers Grove location until 1988. We understand further that prior to this time, the land in this area remained undeveloped, at least as far as the manufacturing location of TDI Batteries within this industrial park.

We hope that these responses assist EPA and we remain readily available in this process.

Questions

1. Identify all persons consulted in the preparation of the answers to these Information Requests.

Michael Geiger, Assistant General Counsel, Thomas & Betts Om Chopra, Director - Environmental Affairs, Thomas & Betts Jay Kellis, Environmental Specialist, Thomas & Betts

2. Identify all documents consulted, examined or referred to in the preparation of the answers to these Requests, and provide copies of all such documents.

Appendix A - Industrial Building Lease

Appendix B - T&B Memo from Om Chopra to Penelope Turnbow Regarding Environmental Due Diligence, TDI Batteries Inc.

- Appendix C September 1999 Environmental Compliance Report
- Appendix D Memo from Om Chopra to Paul Sapienza
 Regarding Personal Protective Equipment PLT Production
- Appendix E Memo from Om Chopra to Rick Yeatman Regarding Waste Characterization
- Appendix F April 1997 Phase I Environmental Site Assessment TDI Batteries Inc., Downers Grove, Illinois Geraghty & Miller, Inc.
- Appendix G May 4, 1998 Summary of Site Visit / Compliance Review TDI Batteries Inc.
 2800 Hitchcock Avenue, Downers Grove, IL
- Appendix H May 4, 1998 Summary of Site Visit / Compliance Review TDI Batteries Inc. 2852 Hitchcock Avenue, Downers Grove, IL
- 3. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any Information Request or who may be able to provide additional responsive documents, identify such persons.

Thomas & Betts sold TDI Batteries to Tyco Electronics effective July 3, 2000. Files and documents pertaining to the ongoing operation of TDI Batteries, including files and documents related the former Downers Grove operation, remained the property of TDI Batteries and Tyco Electronics. The person who maintained the environmental documents for TDI Batteries prior to the sale to Tyco Electronics was Ron Klint, Environmental Coordinator for TDI Batteries.

4. Did you ever use, purchase, store, treat, dispose, transport or otherwise handle any hazardous materials at the Site? If the answer to the preceding questions is anything but an unqualified "no", identify:

Yes

a) the chemical composition, characteristics, physical state (e.g., solid, liquid) of each material;

To the best of our knowledge and belief, TDI Batteries used the following hazardous chemicals -

Methanol - flammable liquid
Isopropyl alcohol - flammable liquid
Lithium Cobalt Oxide - solid
Carbon Black - solid
Dibutyl phthalate - solid
Hexafluoropropylene - vinylidine fluoride copolymer - solid
Acetone - flammable liquid
Electrolyte - corrosive liquid - containing lithium hexafluoro
phosphate, methyl ethyl carbonate and ethylene carbonate

b) who supplied you with such material;

Please refer to question #3 above.

c) how such materials were used, purchased, generated, stored, treated, transported, disposed of or otherwise handled by you;

Please refer to Appendices G and H for description of process and waste handling procedures.

d) when such materials were used, purchased, generated, stored, treated, transported, disposed of or otherwise handled by you;

From 1997 until 1999.

e) where such materials were used, purchased, generated, stored, treated, transported, disposed of or otherwise handled by you; and

Please refer to Appendices G and H for description of process and waste handling procedures.

f) the quantity of such materials used, purchased, generated, stored, treated, transported, disposed of or otherwise handled by you.

Please refer to question #3 above.

5. State the dates during which you owned, operated, or leased property at the Site and provide copies of all documents evidencing or relating to such ownership, operation, or lease arrangement (e.g., deeds, leases, etc.).

TDI Batteries was an original tenant of the 2852 Hitchcock building upon completion of construction in 1988 and occupied the location until 1999.

TDI occupied the 2800 Hitchcock building from 1997 to 1999.

Please refer to Appendix A for lease agreements.

6. Identify the prior owners of the property you owned, operated or leased at the Site. For each prior owner, further identify:

The location(s) were leased from the 2850 Hitchcock Avenue Partnership 5103 Chase Street, Downers Grove, Illinois 60515

a) the dates of ownership;

This information not available to Thomas & Betts

b) all evidence showing that they controlled access to property at the Site: and

None

c) all evidence that a hazardous substance, pollutant, or contaminant, was released or threatened to be released at the Site during the period that they owned property at the Site.

None

7. Identify the prior operators, including lessors, of the property you owned, operated or leased at the Site. For each such operator, further identify:

To the best of our knowledge and belief, the only known occupant of the 2800 Hitchcock building prior to TDI Batteries was a Chicago Tribune newspaper distributor. T&B believes that the location was used solely as a newspaper distribution point and warehouse.

TDI Batteries was an original tenant of a portion of the 2852 Hitchcock building.

a) the dates of operation;

This information not available to Thomas & Betts

b) the nature of prior operations at the Site;

To the best of our knowledge and belief, the only known occupant of the 2800 Hitchcock building prior to TDI Batteries was a Chicago Tribune newspaper distributor. T&B believes that the location was used solely as a newspaper distribution point and warehouse.

c) all evidence that they controlled access to the Site; and

None

d) all evidence that a hazardous substance, pollutant, or contaminant was released or threatened to be released at or from the Site and/or its solid waste units during the period that they were operating the Site.

None

8. Provide copies of all local, state, and federal environmental permits ever granted for your facility at the Site or any part thereof (e.g., RCRA permits, NPDES permits, etc.).

Please refer to question #3 above.

9. Describe the manufacturing processes used at your facility at the Site, give a list of the chemicals utilized in those manufacturing processes either as a component employed in the formulation of an object, made for sale or use offsite or onsite, or as a reagent in the manufacturing process, or as an item utilized in maintenance activities.

Please refer to Appendices G and H for description of process and waste handling procedures.

To the best of our knowledge and belief, TDI Batteries used the following hazardous chemicals -

Methanol - flammable liquid
Isopropyl alcohol - flammable liquid
Lithium Cobalt Oxide - solid
Carbon Black - solid
Dibutyl phthalate - solid
Hexafluoropropylene - vinylidine fluoride copolymer - solid
Acetone - flammable liquid
Electrolyte - corrosive liquid - containing lithium hexafluoro
phosphate, methyl ethyl carbonate and ethylene carbonate
Nickel/Cadmium batteries - solid (as articles)

10. Provide a list of any chemical substances produced in the manufacturing processes employed onsite, any chemical substances which become byproducts of the manufacturing process, the chemical composition of any sludges or liquids or other product wastes resulting from the manufacturing process. Summarize in a short narrative the equipment used to treat such waste materials, transport such waste materials or dispose of such waste materials.

TDI produced non-hazardous solid wastes from the production process consisting of anodes, cathodes, and off-spec batteries. Analysis for these wastes are attached as Appendix E.

TDI handled universal waste nickle/cadmium batteries. Please refer to Appendix F, G, and H for a description of universal waste handling and disposal procedures.

TDI produced waste methanol which was recovered, on-site, in a closed loop distillation process. Still bottoms containing methanol and dibutyl phthalate were transported offsite to an authorized disposal facility.

To the best of our knowledge and belief, TDI did not engage in any on-site disposal. Documentation specific to transportation and disposal of wastes generated at TDI is not available to Thomas & Betts. Please refer to question #3.

11. If production wastes, including floor sweepings, have been disposed onsite in landfills, provide a map marked with the location of any or all such sites, list the chemicals or other items landfilled at each site, and give the dates each site was utilized as a landfill by your company or other companies.

To the best of our knowledge and belief, TDI did not engage in any on-site disposal or allow or have knowledge of disposal by other companies or persons at the TDI site.

12. If the manufacturing processes used at your facility on the Site involve the utilization of rinse water, give a description of the equipment and transport mechanisms used to segregate hazardous substances from the water before it is discharged into navigable waters through an outfall permitted by a National Pollution Discharge Elimination System (NPDES) permit. Provide copies of all such permits granted in conjunction with Site operations. Describe the composition of any sludge material recovered from the cleanup processes of such rinse waters; give the means used to transport these sludges to disposal points and list any or all such deposition locations.

To the best of our knowledge and belief, no manufacturing process at the facility utilized rinse water.

13. Provide a map which shows all monitoring wells installed at your facility on the Site. In addition, give the identification system used to identify each monitoring well, state the purpose for which each well was used and give the results obtained from all monitoring conducted at each of the wells during any leasehold or occupation exercised by your company.

To the best of our knowledge and belief, there were no monitoring wells installed at TDI Batteries.

14. Provide a map which shows all air monitoring devices installed at your facility on the Site. In addition, give the identification system used to identify each monitoring device, state the purpose for which each device was used and give the results obtained from all monitoring conducted at each of the devices during any leasehold or occupation exercised by your company.

Thomas & Betts is not aware of any air monitoring devices installed at TDI Batteries.

15. Have any soil borings been collected on your property? If so, send a map and analytical results related to the borings that were collected. Identify the entity that performed the soil borings and the date(s) in which they were taken.

To the best of our knowledge and belief, there were no soil borings collected at TDI Batteries.

16. Have there ever been above-ground or below-ground storage tanks at your facility? If so, provide maps of the locations of the tanks. What was stored in each tank? If the tanks have been removed or replaced, provide the date(s) of their removal or replacement. Provide copies of any analytical results of the contents of the tanks and analytical results of any samples taken of the soil surrounding or below the tanks.

To the best of our knowledge and belief, there were no underground storage tanks at TDI Batteries.

Above ground tanks were components of the on-site, self contained methanol distillation system. The distillation system was housed in an enclosure which provided secondary containment sufficient to contain all methanol in the system. The distillation system was removed in 1999. To the best of our knowledge and belief, there were no soil samples taken. Thomas & Betts is not in possession of maps of the locations of the tanks or analytical results of the contents of the tanks. Please refer to question #3.

17. Describe your company's solvent management system (including the locations of your product and waste holding tanks, drums and containers) at your facility prior to 1980.

The facility was constructed in 1988.

18. Describe your company's waste solvent handling and disposal practices prior to 1980.

This facility was constructed in 1988.

19. Provide the names of your solvent suppliers, years of service, and quantities of solvents received since you have been at this location.

Please refer to question #3.

20.	Provide the names of your waste solvent handlers, years of service, and quantities of
	waste shipped since you have been in service at this location.

Please refer to question #3.

21. Provide drawings or diagrams of your sanitary and storm water sewer system at your facility.

Drawings or diagrams of the sanitary and stormwater sewer system are not available to Thomas & Betts. Please refer to question #3.

22. Provide a copy of all correspondence between yourself and each unit of local government regarding discharges into St. Joseph Creek and the municipal sewer.

Thomas & Betts is not in possession of copies of any such correspondence. Please refer to question #3.

23. Describe the function of any floor drains at the facility. Provide a map of each floor drain location. Describe where the floor drains and associated piping drain to.

Thomas & Betts is not aware of any floor drains at the facility.

24. Have you conducted any Phase I or Phase II investigations at your property? If so, please send copies of all reports including the analytical data.

See Appendices F, G, and H.

Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted.

Based upon my inquiry of the persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information.

Michael J. Geiger

Assistant General Counsel

Thomas & Betts Corporation

INDUSTRIAL BUILDING LEASE

DATE OF LEASE	TERM OF	LEASE	MONTHLY RENT	
	BEBINNING	ENDWG	\$7,709 for 1st two	Vests
	May 1, 1994	April 30, 1997	\$7,795 for the thir	d

2800 Hitchcock Avenue, Downers Grove, Illinois

Purson The premises are leased for office, sales, service, warehousing, and light manufacturing and assembly activities, but Lessee may use the Premises for any reasonable purpose permitted under applicable zoning and building ordinances.

LESGER

·Telecommunications Devices, Inc.

LESSOR

.2850 Hitchcock Avenue

Partnership DATE HITESS

5103 Chase Street

.2854 Hitchcock Avenue Downers Grove, Illinois 60515

Downers Grove, IL 60515

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

RENT

ADDRESS.

1. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

CONDITION AND UPKEEP OF PREMISES

Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or his agent, prior to or at the execution of this lease that are not herein expressed; Lessee will keep the Premises including all appurtenances, in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will replace all damaged plumbing fixtures with others of equal quality. and will keep the Premises, including adjoining alleys, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this lease at Lessee's expense, and will without injury to the roof, remove all snow and ice from the same when necessary, and will remove the snow and ice from the sidewalk a butting the Premises; and upon the termination of this lease, in any way, will yield up the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will deliver the keys therefor at the place of payment of said rent.

LESSEE NOT TO MISUSE: SUBLET: ASSIGNMENT wear excepted, and will deliver the keys therefor at the place of payment of said rent.

Or other

Casualty

3. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, and will not load floors with machinery or goods beyond the floor load ratios assembled to a specified and will not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, and will not allow the Premises to be occupied in whole, or in part, by any other person, and will not sublet the same or any part thereof, nor assign this lease without in each case the written consent of the Lessor first hadrand Lessee will not permit any transfer by operation of law of the interest in the Premises acquired through this lease, and will not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the tenants or the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten consecutive days; and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any alteration of or addition to any part of the Premises, except by written consent of Lessor. all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent

MECHANIC'S LIEN

aforesaid.
*which consent shall not be unreasonably withheld
*thich consent shall not be unreasonably withheld

4. Lessee will not permit any mechanic's lien or liens to be placed upon the Premises or any building or

4. Lessee will not permit any mechanic's lien or liens to be placed upon the Premises or any building or

4. Lessee will not permit any mechanic's lien or liens to be placed upon the Premises or any building or improvement thereon during the term hereof, and in case of the filing of such lien Lessee will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written-notice thereof from Lessor to the Lessee, the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill therefor.

INDEMNITY **FOR ACCIDENTS** 5. Lessee covenants and agrees that he will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof.

NON-LIABILITY OF LESSOR

6. Except as provided by Illinois statute, Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in. above, upon or about Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

WATER, GAS AND ELECTRIC CHARGES

Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted. and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as above specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

KEEP PREMISES IN REPAIR

ACCESS TO PREMISES

ABANDON-MENT AND RELETTING

HOLDING OVER

EXTRA FIRE HAZARD

DEFAULT BY LESSEE

NO RENT DEDUCTION OR SET OFF

RENT AFTER NOTICE OR SUIT

PAYMENT OF COSTS

RIGHTS CUMULATIVE

FIRE AND CASUALTY

SUBORDINATION
PLURALS;
SUCCESSORS

SEVERABILITY

- 8. Lessor shall not be obliged to incur any expense for repairing any improvements upon said demised premises or connected therewith, and the Lessee at his own expense will keep all improvements in good repair (injury by fire, or other causes beyond Lessee's control excepted) as well as in a good tenantable and wholesome condition, and will comply with all local or general regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent authorities in that behalf. Lessee will, as far as possible, keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair. If Lessee does not make repairs as required hereunder promptly and adequately, Lessor may but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor.
- 9. Lessee will allow Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any needful repairs, or alterations thereof which Lessor may see fit to make and will allow to have placed upon the Premises at all times notice of "For Sale" and "To Rent", and will not interfere with the same.
- 10. If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit, subject to Illinois statute; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the rent hereby reserved. Lessee agrees to satisfy and pay all deficiency monthly during the remaining period of this lease.
- 11. Lessee will, at the termination of this lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages, for the whole time such possession is withheld, the sum of FOUR HUNDRED 6 NO/100 Dollars (\$400.00) per day; but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.
- 12. There shall not be allowed, kept, or used on the Premises any inflammable or explosive liquids or materials save such as may be necessary for use in the business of the Lessee, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances now or hereafter in force.
- 13. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, Lessor may at any time thereafter at his election declare said term ended and reenter the Premises or any part thereof, with artito-the accomposition by haw without notice or process of law, and remove Lessee or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all personal property which Lessee now owns, or may hereafter acquire or have an interest in which is by law subject to such distraint, as security for payment of the rent herein reserved.
- have an interest in which is by law subject to such distraint, as security for payment of the rent herein reserved.

 10 cated in the Premises and
 14. Lessee's covenant to pay rent is and shall be independent of each and every other covenant of this lease.

 Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for rent in any action.
- 15. It is further agreed, by the parties hereto, that after the service of notice, or the commencement of a suit or after final judgment for possession of the Premises, Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, or said judgment.
- 16. Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of this lease.
- 17. The rights and remedies of Lessor under this lease are cumulative. The exercise or use of any one or more thereof shall not bar Lessor from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by Lessor waive any other right or remedy.
- 18. In case the Premises shall be rendered untenantable during the term of this lease by fire or other casualty, Lessor at his option may terminate the lease or repair the Premises within 60 days thereafter. If Lessor elects to repair, this lease shall remain in effect provided such repairs are completed within said time. If Lessor shall not have repaired the Premises within said time, then at the end of such time the term hereby created shall terminate. If this lease is terminated by reason of fire or casualty as herein specified, rent shall be apportioned and paid to the day of such fire or other casualty.
 - 19. This lease is subordinate to all mortgages which may now or hereafter affect the Premises.
- 20. The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this lease; and all the covenants and agreements contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns and may be exercised by his or their attorney or agent.
- 21. Wherever possible each provision of this lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this lease.

- 22. Fire and Extended Coverage Insurance Rates. If Lessee's use increases the premium for fire insurance or any other insurance according to the Illinois Inspection and Rating Bureau or any other rating organization, then and in that event the Lessee agrees to pay said additional premium to the Lessor immediately upon Lessor's submitting a bill to Lessee for such increase.
- 23. <u>Liability Insurance</u>. Lessee shall at its sole cost and expense procure and maintain liability insurance in full force and effect during the term of the lease in form and in insurance companies licensed to do business in the State of Illinois. Such policies or policy shall provide insurance for all claims or damages arising out of or from any accident or other occurrence resulting in bodily injury, death, and damage to property, on or about the Premises, passageways and roads adjoining whether occasioned by neglect or omission of the Lessee or anyone at any level who perform work for the Lessee.

Certificates of insurance naming Lessor as additional insured evidencing that at least the following kinds and limits of liability insurance are in full force and effect and, cancelled at a later date, ten (10) days' advance written notice shall be mailed to the Lessor.

KIND	LIMITS OF LIABILITY
Comprehensive General Liability	\$1,000,000.00
Bodily injury including death therefrom	\$ 300,000.00 each person \$1,000,000.00 each occurrence
Property Damage	\$ 300,000.00 each accident \$ 300,000.00 in the aggregate for all accidents

Notwithstanding anything herein contained to the contrary, it is specifically understood and agreed that the Lessee hereby releases Lessor and Lessor hereby releases Lessee from any claims which either party may have against the other, to the extent of recovery of insurance proceeds for any loss, damage or injury, irrespective of the degree of negligence on the part of either the Lessee or Lessor.

24. <u>Subordination</u>. Lessee agrees that from time to time, upon not less than five (5) days' prior request by Lessor, it will deliver to Lessor a statement in writing, certifying:

That this Lease is unmodified and in full force and effect (or if there have been modifications that the Lease, as modified, is in full force and effect). The dates to which rent and other charges have been paid; and that Lessor is not in default under any provisions of this Lease or, if in default, the nature thereof in detail.

This Lease shall be subject and subordinate at all times to the lien of any existing mortgage or mortgages and of mortgages which hereafter may be made a lien on Site and/or Building, provided only that Lessor has obtained a nondisturbance instrument from its mortgagee on each such mortgage. Each nondisturbance agreement shall provide that so long as Lessee is not in default under this Lease, its possession of Leased Premises and its rights and privileges hereunder shall not be interfered with by the mortgagee or any purchaser upon a foreclosure of such mortgage. Although

no instrument or act on the part of the Lessee shall be necessary to effectuate subordination to mortgages for which nondisturbance agreements have been obtained, the Lessee shall nevertheless execute and deliver such further instruments subordinating this Lease to the lien of any such mortgages as may be desired by the mortgagee.

- Real Estate Tax. In addition to any other obligations of Lessor hereunder, Lessor covenants and agrees to pay, when due, all real estate taxes and special assessments levied upon or assessed against the building (and the "real estate" upon which the building is situated), during the term of this Agreement or any extension thereof, provided that in the event the general real estate taxes assessed against said real estate and building for calendar year 1993, payable in 1994, and any year thereafter during the term of this Agreement or any extension thereof shall exceed the general real estate taxes for said land and building for calendar year 1992 (the "base year"), Lessee agrees to pay, as additional rental hereunder, 100% of the amount of such increase. The parties agree that the real estate and building has been assessed for tax purposes on a fully improved basis at 100% of value for the calendar year 1992.
- 26. <u>Maintenance by Lessor</u>. During the term of this lease and any extension thereof, Lessor covenants and agrees to cause the Premises to be adequately equipped with facilities for hot and cold water, gas and lighting. Further, Lessor covenants to:
 - (a) Make all necessary repairs or replacements to the roof, supporting members and exterior walls of the building;
- (*)
 provided, however, in each case, that Lessee, upon Lessee's
 actual discovery of any such defect, promptly and diligently
 shall have given Lessor written notice thereof.
- (*)
 Lessor will replace the heating and air conditioning units
 when they are not repairable. Lessee will maintain them
 according to Paragraph 8 above.
- Condemnation. If the Premises, or a portion thereof, which in the opinion of the Lessee would render the Premises untenantable shall be taken or condemned by any competent authority for any public use or purpose, than at the election of the Lessee, exercisable by notice in writing at least thirty (30) days prior to the date of vesting of title in the condemnation authority, this lease shall terminate, the date of termination to be the date when the possession of the portion so taken shall be required for such use or purpose. The rent payable hereunder shall be apportioned as of the date of such termination. Nothing herein shall preclude Lessee from proving its damages and receiving its award as to leasehold improvements. If a portion of the Premises shall have been taken and if this lease shall continue, then in that event, the Lessor agrees. at the Lessor's cost and expense, to immediately restore the building on the land remaining to a complete unit of like quality and character as existed prior to such taking, and all rent shall abate during the period of demolition and restoration, and thereafter the rent shall be reduced in the ratio that the ground floor area of the part of the Premises taken bears to the ground floor area of the Premises before such taking.

- 28. Quiet Enjoyment. Lessor represents that it has the full right, power and authority to enter into this lease for the term herein granted and that, it will deliver possession of the Premises free and clear of all rights of others. Lessor further covenants that, upon paying the rent provided for herein, and upon performing the covenants and agreements of this lease to be performed by Lessee, Lessee will have, hold, and enjoy quiet and peaceful enjoyment and possession of said Premises, and that Lessor shall warrant and defend Lessee in the peaceful and quiet enjoyment of said demised Premises against the claims of all persons throughout the term of this lease and any extension thereof, except claims of third parties claiming by, through or under this lease, or arising through or by reason of acts or conduct of the Lessee.
- 29. Waiver of Subrogation. Each of the parties hereby waives any and all rights of recovery against the other or against any other tenant or occupant of the building, or against the officers, employees, agents, representatives, customers and business visitors of such other party or of such other tenant or occupant of the building, for loss of or damage to such waiving party or its property or the property of others under its control, arising from any cause insured against under the standard form of fire insurance policy with all permissible extension endorsements covering additional perils or under any other policy of insurance carried by such waiving party in lieu of such fire policy.
- 30. <u>Parking Area.</u> Lessee agrees to conform with any reasonable rules and regulations Lessor may establish from time to time in connection with parking area and driveways.
- 31. <u>Decorating.</u> Lessee at its own expense will do any additional interior decorating Lessee deems necessary.
- 32. <u>Janitorial</u> <u>Service and Garbage Removal.</u>
 Lessee at its own expense shall provide its own janitorial service and garbage removal.
- 33. <u>Signs.</u> Lessee at its own expense shall install signs in only places designated, and of material, size and shape approved by Lessor.
- 34. Notice. Notices or other writings which either party is required to, or may wish to send to the other in connection with this lease, shall be in writing and shall be delivered personally or sent by U.S. Registered or Certified Mail, return receipt required, addressed as follows:
 - (a) If to Lessor: 2850 Hitchcock Avenue Partnership 5103 Chase Street
 Downers Grove, IL 60515
 - (b) If to Lessee: Telecommunications Devices, Inc. 2852-54 Hitchcock Avenue Downers Grove, IL 60515

or to such other address as either party may from time to time designate in a written notice to the other. A notice served by mail shall be deemed to be served on the date when such notice is deposited in the United States mails.

35. <u>Chair and floor pads.</u> Lessee is required to place under every chair that has rollers or casters an appropriate chair and floor mat thereby protecting the carpet from the excessive wear caused by rollers or casters.

36. Security Deposit. The Lessee has deposited with the Lessor the sum of SEVEN THOUSAND SEVEN HUNDRED NINE AND NO/100 (\$7,709.00) DOLLARS NON INTEREST BEARING NOTE DUE TWO (2) MONTHS BEFORE END OF LEASE as security for the full and faithful performance by the Lessee of all the terms of this lease required to be performed by the Lessee. Such sum shall be returned to the Lessee after the expiration of this lease, provided the Lessee has fully and faithfully carried out all of its terms. In the event of a bona fide sale of the property of which the leased premises are a part, the Lessor shall have the right to transfer such security to the purchaser to be held under the terms of this lease, and the Lessor shall be released from all liability for the return of such security to the Lessee.

If this instrument is executed by a cor	poration, such execu	ution has been authorize	d by a duly adopted r	esolution of the
Board of Directors of such corporation.			** *	
This lease consists ofpag identified by Lessor and Lessee.	es numbered 1 to	, including a	rider consisting of	pages,
IN WITNESS WHEREOF, the partic				
LESSEE: TELECOHHUNICATIONS	DEVICES, INC	LESSOR: 2850 H	ITCHCOCK AVE.	PARTNERSHI
Pile Ille		S-lu- 11	Va -f	
Muy Con	(SEAL)	any !	Wartner	(SEAL)
	(SEAL)	V 1	'	(SEAL)
				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	ASSIGNMENT	BY LESSOR		
On this	10	lar value manipad d'anne	hambu taradam assisan	and sate over to
On this	, 19 1			
······································			_	and to the above
Lease and the rent thereby reserved, except re	nt due and payable pr	ior to	19	
	_			(\$EAL)
				(SEAL)
	_			(3200)
	GUARA	INTEE		
On this	16 :	in consideration of Ten Dol	llow (\$10.00) and other	and and valuable
consideration, the receipt and sufficiency of whrent and performance by Lessee, Lessee's heir above Lesse.	nich is hereby acknowle	edged, the undersigned Gu	arantor hereby guarante	es the payment of
	_			(SEAL)
				(SEAL)

Note: Use Form Number 12-1P for assignment by Lessee.

CAUTION: Consult a lowyer before using or acting under this form
All warranties, including mercantobility and hiness, are such

INDUSTRIAL BUILDING LEAS

DATE OF LEASE	TERM OF	FLEASE
	BEGINNING	ENDING
MAY 31 1987	November 1,	October 31,

2852 and 2854 Hitchcock Avenue, Downers Gr An office and manufacturing facility, containing 12, Purpose The premises are leased for office, sales, service and light manufacture and assembly activities, but Lessed premises for any reasonable purpose permitted under appl. and building ordinances.

LESGER

LESSOR

· Telecommunications Devices, Inc.

and provisions hereof.

MD 2850 Hitch 5103 C

. 2318 Wisconsin Avenue

Downers Grove, Illinois 60515

Downer

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leasleases from Lessor solely for the above purpose the premises designated above (the "Premise tenances thereto, for the above Term.

RENT

ADDRESS

CONDITION AND UPKEEP OF PREMISES

LESSEE NOT TO MISUSE: SUBLET: ASSIGNMENT

MECHANIC'S LIEN

INDEMNITY FOR **ACCIDENTS**

NON-a: LIABILITY OF LESSOR

WATER. GAS AND ELECTRIC CHARGES

- 1. Lessee shall pay Lessor or Lessor's agent as rent for the Premises in advance, until termination of this lease, at Lessor's address stated above may designate in writing.
- 2. Lessee has examined the architectual plans to b uction of the premises, they are attached here acknowledges that after they have been constructures of the plans he will receive them in good order will keep the Premises including all appurenances, in good repair, replacing same size and quality as that broken, and will replace all damaged plumbing fix and will keep the Premises, including adjoining alleys, in a clean and healthful cable municipal ordinances and the direction of the proper public officers Lessee's expense, and will without in jury to the roof, remove all snow and ice and will romove the snow and ice from the sidowalk abutting the Promises. lease, in any way, will yield up the Premises to Lessor, in good condition and wear excepted, and will deliver the keys therefor at the place of payment of
- Lessee will not allow the Premises to be used for any purpose that y thereon, nor for any purpose other than that hereinbefore specified, and will or goods beyond the floor load rating prescribed by applicable municipal o Premises to be occupied in whole, or in part, by any other person, and will thereof, nor assign this lease without in each case the written consent of will not permit any transfer by operation of law of the interest in the lease, and will not permit the Premises to be used for any unlawful purp injure the reputation of the building or increase the fire hazard of the or the neighborhood, and will not permit the same to remain vacant or un secutive days; and will not allow any signs, cards or placards to be posted, o alteration of or addition to any part of the Premises, except by written cons additions to the Premises shall remain for the benefit of Lessor unless of aforesaid

which consent shall not be unreasonably with 4. Lessee will not permit any mechanic's lien or liens to be placed upc improvement thereon during the term hereof, and in case of the filing of su same. If default in payment thereof shall continue for thirty (30) days after to the Lessee, the Lessor shall have the right and privilege at Lessor's option thereof without inquiry as to the validity thereof, and any amounts so paid shall be so much additional indebtedness hereunder due from Lessee to Les immediately on rendition of bill therefor.

- Lessee covenants and agrees that he will protect and save and keep indemnified against and from any penalty or damages or charges imposed ordinances, whether occasioned by the neglect of Lessee or those holding u at all times protect, indemnify and save and keep harmless the Lessor agains damage or expense, arising out of or from any accident or other occurrence (injury to any person or property whomsoever or whatsoever and will prote harmless the Lessor against and from any and all claims and against and fr or expense arising out of any failure of Lessee in any respect to comply with
- Except as provided by Illinois statute, Lessor shall not be liable for a keep the Premises in repair, nor for any damage done or occasioned by or fre steam or other pipes or sewerage or the bursting, leaking or running of any p above, upon or about Premises or any building or improvement thereon n water, snow or ice being upon or coming through the roof, skylights, trap doo arising from acts or neglect of any owners or occupants of adjacent or cor
- Lessee will pay, in addition to the rent above specified, all water power bills taxed, levied or charged on the Premises, for and during the tim and in case said water rents and bills for gas, electric light and power shall no have the right to pay the same, which amounts so paid, together with any Premises in a clean and healthy condition, as above specified, are declared to

- 22. Fire and Extended Coverage Insurance Rates.

 If Lessee's use increases the premium for fire insurance or any other insurance according to the Illinois Inspection and Rating Bureau or any other rating organization, then and in that event the Lessee agrees to pay said additional premium to the Lessor immediately upon Lessor's submitting a bill to Lessee for such increase.
- 23. Liability Insurance. Lessee shall at its sole cost and expense procure and maintain liability insurance in full force and effect during the term of the lease in form and in insurance companies licensed to do business in the State of Illinois. Such policies or policy shall provide insurance for all claims or damages arising out of or from any accident or other occurrence resulting in bodily injury, death, and damage to property, on or about the Premises, passageways and roads adjoining whether occasioned by neglect or omission of the Lessee or anyone at any level who performs work for the Lessee.

Certificates of insurance naming Lessor as additional insured evidencing that at least the following kinds and limits of liability insurance are in full force and effect and, that in the event the insurance may be materially changed or cancelled at a later date, ten (10) days' advance written notice shall be mailed to the Lessor.

KIND	LIMITS OF LIABILITY				
Comprehensive General Liability	\$1,000,000.00				
Bodily injury including death therefrom	\$ 300,000.00 each person \$1,000,000.00 each occurrence				
Property Damage	\$ 300,000.00 each accident \$ 300,000.00 in the aggregate for all accidents				

Notwithstanding anything herein contained to the contrary, it is specifically understood and agreed that the Lessee hereby releases Lessor and Lessor hereby releases Lessee from any claims which either party may have against the other, to the extent of recovery of insurance proceeds for any loss, damage or injury, irrespective of the degree of negligence on the part of either the Lessee or Lessor.

24. <u>Subordination</u>. Lessee agrees that from time to time, upon not less than five (5) days' prior request by Lessor, it will deliver to Lessor a statement in writing, certifying:

That this Lease is unmodified and in full force and effect (or if there have been modifications that the Lease, as modified, is in full force and effect). The dates to which rent and other charges have been paid; and that Lessor is not in default under any provisions of this Lease or, if in default, the nature thereof in detail.

This Lease shall be subject and subordinate at all times to the lien of any existing mortgage or mortgages and of mortgages which hereafter may be made a lien on Site and/or Building, provided only that Lessor has obtained a nondisturbance instrument from its mortgagee on each such mortgage. Each nondisturbance agreement shall provide that so long as Lessee is not in default under this Lease, its possession of Leased Premises and its rights and privileges hereunder shall not be interfered with by the mortgagee or any purchaser upon a foreclosure of such mortgage. Although no instrument or act on the part of the Lessee shall be necessary to effectuate subordination to mortgages for which nondisturbance agreements have been obtained, the Lessee shall nevertheless execute and deliver such further instruments subordinating this Lease to the lien of any such mortgages as may be desired by the mortgagee.

- 25. Real Estate Tax. In addition to any other obligations of Lessor hereunder, Lessor covenants and agrees to pay, when due, all real estate taxes and special assessments levied upon or assessed against the building (and the "real estate" upon which the building is situated), during the term of this Agreement or any extension thereof, provided that in the event the general real estate taxes assessed against said real estate and building for calendar year 1989, and any year thereafter during the term of this Agreement or any extension thereof shall exceed the general real estate taxes for said land and building for calendar year 1988 (the "base year"), Lessee agrees to pay, as additional rental hereunder, 41.7% of the amount of such increase. Notwithstanding the foregoing provisions of this Paragraph 25, in the event the real estate and building shall not be assessed for tax purposes on a fully improved basis at 100% of value for calendar year 1988, the parties hereto agree that the base year for purposes of Paragraph 25 shall not be calendar year 1988, but shall be the first calendar year in which the real estate and building shall be so assessed on a fully improved basis at 100% of value, it being expressly understood that Lessee shall in no event have any obligation to pay any portion of any increase in taxes until the real estate and building shall be so assessed. Lessee, without limitation of the foregoing, shall be required to pay only a pro-rata portion of the additional taxes levied for or accruing during the calendar year in which the term of this lease shall end, or in the event of any extension of this lease, in the calendar year in which this lease as extended shall terminate; the proration of such additional rental being made as of the time Lessee shall surrender possession of said demised Premises. It is further understood that, except for taxes levied or assessed as herein provided, nothing herein shall be deemed to require payment by Lessee of any tax, charge or other imposition which may be charged or assessed to Lessor or any tax upon the sale, transfer or assignment of the title or estate of Lessor which at any time may be assessed against or become a lien upon the demised Premises, this leasehold or the rent obtained therefrom. Lessor covenants and agrees that it shall obtain a separate tax bill assessing only the real estate and building of which the demised Premises are a part for each calendar year during the term hereof or any extension thereof, including without limitation, calendar year 1988, that it shall promptly after receipt thereof furnish Lessee with a copy thereof together with its computation (in accordance with the provisions of this Paragraph 25) of the respective portion of each such bill to be paid by each of the parties hereto. Lessee covenants and agrees that upon receipt of a copy of each year's tax bill and Lessor's computation, as aforesaid, it shall, if such computation has been made in accordance with the provisions of this Paragraph, promptly remit its portion of said bill to Lessor.
- 26. Maintenance by Lessor. During the term of this lease and any extension thereof, Lessor covenants and agrees to cause the Premises to be adequately equipped with facilities for hot and cold water, gas and lighting. Further, Lessor covenants to:

 - (a) Maintain the landscaping and do snow removal;(b) Make all necessary repairs or replacements to the roof, supporting members and exterior walls of the building;
- provided, however, in each case, that Lessee, upon Lessee's actual discovery of any such defect, promptly and diligently shall have given Lessor wirtten notice thereof.
- (*) Lessor will replace the heating and air conditioning units when they are not repairable. Lessee will maintain them according to Paragraph 8 above.

- 27. <u>Condemnation</u>. If the Premises, or a portion thereof, which in the opinion of the Lessee would render the If the Premises, or a portion Premises untenantable shall be taken or condemned by any competent authority for any public use or purpose, than at the election of the Lessee, exercisable by notice in writing at least thrity (30) days prior to the date of vesting of title in the condemnation authority, this lease shall terminate, the date of termination to be the date when the possession of the portion so taken shall be required for such use or purpose. The rent payable hereunder shall be apportioned as of the date of such termination. Nothing herein shall preclude Lessee from proving its damages and receiving its award as to leasehold improvements. If a portion of the Premises shall have been taken and if this lease shall continue, then in that event, the Lessor agrees, at the Lessor's cost and expense, to immediately restore the building on the land remaining to a complete unit of like quality and character as existed prior to such taking, and all rent shall abate during the period of demolition and restoration, and thereafter the rent shall be reduced in the ratio that the ground ifloor area of the part of the Premises taken bears to the ground floor area of the Premises before such taking.
- 28. Quiet Enjoyment. Lessor represents that it has the full right, power and authority to enter into this lease for the term herein granted and that, it will deliver possession of the Premises free and clear of all rights of others. Lessor further covenants that, upon paying the rent provided for herein, and upon performing the covenants and agreements of this lease to be performed by Lessee, Lessee will have, hold, and enjoy quiet and peaceful enjoyment and possession of said Premises, and that Lessor shall warrant and defend Lessee in the peaceful and quiet enjoyment of said demised Premises against the claims of all persons throughout the term of this lease and any extension thereof, except claims of third parties claiming by, through or under this lease, or arising through or by reason of acts or conduct of the Lessee.
- 29. <u>Waiver of Subrogation</u>. Each of the parties hereby waives any and all rights of recovery against the other or against any other tenant or occupant of the building, or against the officers, employees, agents, representatives, customers and business visitors of such other party or of such other tenant or occupant of the building, for loss of or damage to such waiving party or its property or the property of others under its control, arising from any cause insured against under the standard form of fire insurance policy with all permissible extension endorsements covering additional perils or under any other policy of insurance carried by such waiving party in lieu of such fire policy.
- 30. <u>Parking Area</u>. Lessee agrees to conform with any reasonable rules and regulations Lessor may establish from time to time in connection with parking area and driveways.
- 31. <u>Decorating</u>. Lessee at its own expense will do any additional interior decorating Lessee deems necessary.
- 32. Janitorial Service and Garbage Removal. Lessee, at its own expense, shall provide its own janitorial service and garbage removal.
- 33. $\underline{\text{Signs}}$. Lessee, at its own expense, shall install signs in only places designated, and of material, size and shape approved by Lessor.
- 34. <u>Notice</u>. Notices or other writings which either party is required to, or may wish to send to the other in connection with this lease, shall be in writing and shall be delivered personally or sent by U.S. Registered or Certified Mail, return receipt required, addressed as follows:

(a) If to Lessor: 2850 Hitchcock Avenue Partnership 5103 Chase Street Downers Grove, Il. 60515

(b) If to Lessee: Telecommunications Devices, Inc. 2852-54 Hitchcock Avenue
Until Lessee is in Bldg. Downers Grove, Il. 60515
Send To: 2320 Wisconsin Ave.
Downers Grove, Il. 60515

or to such other address as either party may from time to time designate in a written notice to the other. A notice served by mail shall be deemed to be served on the date when such notice is deposited in the United States mails.

- 35. Chair and Floor Pads. Lessee is required to place under every chair that has rollers or casters an appropriate chair and floor mat thereby protecting the carpet from the excessive wear caused by rollers or casters.
- 37. Security Deposit. The Lessee has deposited with the Lessor the sum of SIX THOUSAND AND NO/100 (\$6,000.00) NON INTERES DOLLARS as security for the full and faithful performance by the Lessee of all the terms of this lease required to be performed by the Lessee. Such sum shall be returned to the Lessee after the expiration of this lease, provided the Lessee has fully and faithfully carried out all of its terms. In the event of a bona fide sale of the property of which the leased premises are a part, the Lessor shall have the right to transfer such security to the purchaser to be held under the terms of this lease, and the Lessor shall be released from all liability for the return of such security to the Lessee.

*BEARING NOTE DUE TWO (2) MONTHS BEFORE END OF LEASE.

If this instrument is executed by a corporation, such exect Board of Directors of such corporation.	ution has been authorized by a duly adopted resolution of the
This lease consists ofpages numbered I toidentified by Lessor and Lessee.	, including a rider consisting ofpages
IN WITNESS WHEREOF, the parties hereto have execu	sted this instrument as of the Date of Lease stated above.
LESSEE: TELECOMMUNICATIONS DEVICES, INC	CLESSOR: 2850 HITCHCOCK AVE. PARTNERS
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	Mill to
(SEAL)	alle topule m
	Partner
	1) Towner
	V
ACCICNMENT	DV IECCOD
ASSIGNMENT	BI LESSON
On this, 19	for value received, Lessor hereby transfers, assigns and sets over t
	all right, title and interest in and to the above
Lease and the rent thereby reserved, except rent due and payable pr	10f to, 19
_	(\$EAI
-	(SEAI
GUAR	ANTEE
On this	in consideration of Ten Dollars (\$10.00) and other good and valuab
On this	edged, the undersigned Guarantor hereby guarantees the payment
	1001
-	(SEA
-	
Note: Use Form Number 12-1P for assignment by Lessee.	

AMENDMENT TO INDUSTRIAL BUILDING LEASE

AGREEMENT made this god day of April, 1990 between 2850 HITCHCOCK AVENUE PARTNERSHIP, Lessor and TELECOMMUNICATION DEVICES, INC., Lessee, WITNESSETH:

WHEREAS, 2850 HITCHCOCK AVENUE PARTNERSHIP is Lessor, and TELECOMMUNICATION DEVICES, INC. is Lessee in a lease dated May 31, 1987 and covering the premises situated at 2852 and 2854 Hitchcock Avenue, Downers Grove, Illinois for a term expiring October 31, 1990 at a monthly rental of SIX THOUSAND AND NO/100 (\$6,000.00) DOLLARS (hereinafter referred to as "the Lease");

WHEREAS, it is the desire of Lessee to obtain additional space at 2850 Hitchcock Avenue, Downers Grove, Illinois and also to extend the term of this lease until April 30, 1994;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, and in exchange for the following covenants, it is agreed between the parties hereto that the Lease shall be amended as follows:

- 1. The term of the Lease shall be extended through April 30, 1994.
- 2. The monthly rental shall be increased to Nine Thousand Dollars (\$9,000.00) commencing April 15, 1990 and continuing through April 30, 1994.
- 3. The premises being leased shall be expanded to include that space commonly known as 2850 Hitchcock Avenue, Downers Grove, Illinois and containing approximately 5,200 square feet.
- 4. Paragraph 25 of the Lease entitled "Real Estate Tax" shall be deleted in its entirety, and the deleted language shall be replaced with the following:
 - "25. Real Estate Tax. In addition to any other obligations of Lessor hereunder, Lessor covenants and agrees to pay, when due, all real estate taxes and special assessments levied upon or assessed against the building (and the "real estate" upon which the building is situated), during the term of this Agreement or any extension thereof, provided that in the event the general real estate taxes assessed against said real estate and building for calendar year 1990, payable in 1991, and any year thereafter during the term of this Agreement or any extension thereof shall exceed the general real estate taxes for said land and building for calendar year 1989 (the "base year"), Lessee agrees to pay, as additional rental hereunder, 58.93% of the amount of such increase. Notwithstanding the foregoing provisions of this Paragraph 25, in the event the real estate and building shall not be assessed for tax purposes on a fully improved basis at 100% of value for calendar year 1989, the parties hereto agree that the base year for purposes of Paragraph 25 shall not be calendar year 1989, but shall be the first calendar year in which the real estate and building shall be so assessed on a fully improved basis at 100% of value, it being expressly understood that Lessee shall in no event have any obligation to pay any portion of any increase in taxes until the real estate and building shall be so assessed. Lessee, without limitation of the foregoing, shall be required to pay only a pro-rata portion of the additional taxes levied for or accruing during the calendar year in which the term of this lease shall end, or in the event of any extension of

this lease, in the calendar year in which this lease as extended shall terminate; the proration of such additional rental being made as of the time Lessee shall surrender possession of said demised Premises. It is further understood that, except for taxes levied or assessed as herein provided, nothing herein shall be deemed to require payment by Lessee of any tax, charge or other imposition which may be charged or assessed to Lessor or any tax upon the sale, transfer or assignment of the title or estate of Lessor which at any time may be assessed against or become a lien upon the demised Premises, this leasehold or the rent obtained therefrom. Lessor covenants and agrees that it shall obtain a separate tax bill assessing only the real estate and building of which the demised Premises are a part for each calendar year during the term hereof or any extension thereof, including without limitation, calendar year 1989, that it shall promptly after receipt thereof furnish Lessee with a copy thereof together with its computation (in accordance with the provisions of this Paragraph 25) of the respective portion of each such bill to be paid by each of the parties hereto. Lessee covanants and agrees that upon receipt of a copy of each year's tax bill and Lessor's computation, as aforesaid, it shall, if such computation has been made in accordance with the provisions of this Paragraph, promptly remit its portion of said bill to Lessor. "

5. All other terms and conditions in the Lease, except as amended herein, shall remain in full force and effect.

TELECOMMUNICATION DEVICES, INC.

By:

Attest:

2850 HITCHCOCK AVENUE PARTNERSHIP

Partner

LEASE RENEWAL-

AGREEMENT made this day of 1998 between 2850 HITCHCOCK AVENUE PARTNERSHIP, Lessor, and TELECOMMUNICATION DEVICES, INC., Lesses, WITNESSETH:

WHEREAS, 2850 HITCHCOCK AVENUE PARTNERSHIP is Lessor, and TELECOMMUNICATION DEVICES, INC., is Lessee in a lease covering the premises situated at 2846-54 Hitchcock Avenue, Downers Grove, Illinois at a monthly rental of EIGHTEEN THOUSAND SIXTY FIVE AND NO/100 (\$18,065.00) DOLLARS;

WHEREAS, it is the desire of the parties hereto to extend the term of this lease until June 30, 1999;

NOW, THEREFORE, it is agreed between the parties hereto as follows:

First:

That the term of the lease be extended until June 30, 1999 at a monthly rental of NINETEEN THOUSAND AND NO/100 (\$19,000.00) DOLLARS beginning January 1, 1999.

Second:

That all of the other terms and conditions remain in full force and effect.

TELECOMMUNICATION DEVICES, INC.

Ву	:	
•		

2850 HITCHCOCK AVENUE PARTNERSHIP

ву _____ Partner

411)

LEASE RENEWAL

AGREEMENT made this 26th day of this , 1998 between 2850 HITCHCOCK AVENUE PARTNERSHIP, Lessor, and TELECOMMUNICATION DEVICES, INC., Lessoe, WITNESSETH:

WHEREAS, 2850 HITCHCOCK AVENUE PARTNERSHIP is Lessor, and TELECOMMUNICATION DEVICES, INC., is Lessee in a lease covering the premises situated at 2846-54 Hitchcock Avenue, Downers Grove, Illinois at a monthly rental of EIGHTEEN THOUSAND SIXTY FIVE AND NO/100 (\$18,065.00) DOLLARS;

WHEREAS, it is the desire of the parties hereto to extend the term of this lease until June 30, 1999;

NOW, THEREFORE, it is agreed between the parties hereto as follows:

First:

That the term of the lease be extended until June 30, 1999 at a monthly rental of NINETEEN THOUSAND AND NO/100 (\$19,000.00) DOLLARS beginning January 1, 1999.

Second:

That all of the other terms and conditions remain in full force and effect.

TELECOMMUNICATION DEVICES, INC.

 $y: = \sqrt{y}$

2850 HITCHCOCK AVENUE PARTNERSHIP

Martner

LEASE RENEWAL

AGREEMENT made this between 2850 HITCHCOCK AVENUE TELECOMMUNICATION DEVICES, IN	E PARTNERSHIP, Lessor, and
and TELECOMMUNICATION DEVICES covering the premises situate	AVENUE PARTNERSHIP is Lessor, S, INC., is Lessee in a lease ed at 2846-54 Hitchcock Avenue, monthly rental of EIGHTEEN THOUSAND 65.00) DOLLARS;
WHEREAS, it is the design the term of this lease until	re of the parties hereto to extend December 31, 1999; July 2010
NOW, THEREFORE, it is ac follows:	greed between the parties hereto as
First:	That the term of the lease be extended until December 31, 1999 at a monthly rental of NINETEEN THOUSAND AND NO/100 (\$19,000.00) DOLLARS beginning January 1, 1999. That all of the other terms and conditions remain in full force and effect.
Second:	That all of the other terms and conditions remain in full force and effect.
	TELECOMMUNICATION DEVICES, INC.
	By:
2850 HITCHCOCK AVENUE PARTNE	RSHIP (20)
Ву	
Partner	muderi (1999)

LEASE RENEWAL

AGREEMENT made this 1998 day of etween 2850 HITCHCOCK AVENUE PARTNERSHIP, Lessor, and ELECOMMUNICATION DEVICES, INC., Lessee, WITNESSETH:

WHEREAS, 2850 HITCHCOCK AVENUE PARTNERSHIP is Lessor, ind TELECOMMUNICATION DEVICES, INC., is Lessee in a lease overing the premises situated at 2846-54 Hitchcock Avenue, howners Grove, Illinois at a monthly rental of EIGHTEEN THOUSAND 1XTY FIVE AND NO/100 (\$18,065.00) DOLLARS;

WHEREAS, it is the desire of the parties hereto to extend he term of this lease until June 30, 1999;

NOW, THEREFORE, it is agreed between the parties hereto as ollows:

irst:

That the term of the lease be extended until June 30, 1999 at a monthly rental of NINETEEN THOUSAND AND NO/100 (\$19,000.00) DOLLARS beginning January 1, 1999.

cond:

That all of the other terms and conditions remain in full force and effect.

TELECOMMUNICATION DEVICES, INC.

HITCHCOCK AVENUE PARTNERSHIP

Partner

INDUSTRIAL BUILDING LEASE

DATE OF LEASE		TERM OF	LEASE			MONTHU	Y RENT		
	BEGINN	BEGINNING		ENDING		for lat		-: two years	
	Hay 1,	1994	April	30, 1997	\$7,795				
Location of Premises:							-	•	

2800 Hitchcock Avenue, Downers Grove, Illinois

warehousing, and light manufacturing and assembly activities, but Lessee may use the Premises for any reasonable purpose permitted under applicable zoning and building ordinances,

LESSEE

·Telecommunications Devices, Inc.

LESSOR

.2850 Hitchcock Avenue

Partnership

5103 Chase Street

.2854 Hitchcock Avenue Downers Grove, Illinois 60515

ADDRESS

Downers Grove, IL 60515

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

RENT

ADORESS

1. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

NAME AND

CONDITION AND UPKEEP OF PREMISES

Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or his agent, prior to or at the execution of this lease that are not herein expressed; Lessee will keep the Premises including all appurtenances, in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will replace all damaged plumbing fixtures with others of equal quality, and will keep the Premises, including adjoining alleys, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this lease at Lessee's expense, and will without injury to the roof, remove all mow and ice from the same when necessary, and will remove the snow and ice from the sidewalk abutting the Premises; and upon the termination of this lease, in any way, will yield up the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will deliver the keys therefor at the place of payment of said rent. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance

LESSEE NOT TO MISUSE; SUBLET: ASSIGNMENT

thereon, nor for any purpose other than that hereinbefore specified, and will not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, and will not allow the Premises to be occupied in whole, or in part, by any other person, and will not sublet the same or any part thereof, nor assign this lease without in each case the written consent of the Lessor first had and Lessee will not permit any transfer by operation of law of the interest in the Premises acquired through this lease, and will not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the tenants or the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten consecutive days; and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any alteration of or addition to any part of the Premises, except by written consent of Lessor. all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid.

MECHANIC'S LIEN

which consent shall not be unreasonably withheld

4. Lessee will not permit any mechanic's lien or liens to be placed upon the Premises or any building or improvement thereon during the term hereof, and in case of the filing of such lien Lessee will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written-notice thereof from Lessor to the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill therefor.

INDEMNITY FOR **ACCIDENTS**

Lessee covenants and agrees that he will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof.

NON-LIABILITY OF LESSOR

Except as provided by Illinois statute, Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler. steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in. above, upon or about Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

WATER, GAS AND ELECTRIC **CHARGES**

essee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted. and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as above specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

KEEP PREMISES IN REPAIR

ACCESS TO PREMISES

ABANDON-MENT AND RELETTING

> HOLDING OVER

EXTRA FIRE HAZARD

DEFAULT BY LESSEE

NO RENT DEDUCTION OR SET OFF

RENT AFTER NOTICE OR SUIT

PAYMENT OF COSTS

RIGHTS CUMULATIVE

FIRE AND CASUALTY

SUBORDINATION
PLURALS;
SUCCESSORS

SEVERABILITY

- 8. Lessor shall not be obliged to incur any expense for repairing any improvements upon said demised premises or connected therewith, and the Lessee at his own expense will keep all improvements in good repair (injury by fire, or other causes beyond Lessee's control excepted) as well as in a good tenantable and wholesome condition, and will comply with all local or general regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent authorities in that behalf. Lessee will, as far as possible, keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair. It lessee does not make repairs as required hereunder promptly and adequately. Lessor may but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor.
- 9. Lessee will allow Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any needful repairs, or alterations thereof which Lessor may see fit to make and will allow to have placed upon the Premises at all times notice of "For Sale" and "To Rent", and will not interfere with the same.
- 10. If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit, subject to Illinois statute; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the rent hereby reserved. Lessee agrees to satisfy and pay all deficiency monthly during the remaining period of this lease.
- 11. Lessee will, at the termination of this lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages, for the whole time such possession is withheld, the sum of FOUR HUNDRED NO/100 Dollars (\$400.00) per day; but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.
- 12. There shall not be allowed, kept, or used on the Premises any inflammable or explosive liquids or materials save such as may be necessary for use in the business of the Lessee, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances now or hereafter in force.
- 13. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee. Lessor may at any time thereafter at his election declare said term ended and reenter the Premises or any part thereof, with excito-the extent-pormitted by law) without notice or process of law, and remove Lessee or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all personal property which Lessee now owns, or may hereafter acquire or have an interest in which is by law subject to such distraint, as security for payment of the rent herein reserved.

 14. Lessee's covenant to pay rent is and shall be independent of each and every other covenant of this lease.
- 14. Lessee's covenant to pay rent is and shall be independent of each and every other covenant of this lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for rent in any action.
- 15. It is further agreed, by the parties hereto, that after the service of notice, or the commencement of a suit or after final judgment for possession of the Premises, Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, or said judgment.
- 16. Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of this lease.
- 17. The rights and remedies of Lessor under this lease are cumulative. The exercise or use of any one or more thereof shall not bar Lessor from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by Lessor waive any other right or remedy.
- 18. In case the Premises shall be rendered untenantable during the term of this lease by fire or other casualty, Lessor at his option may terminate the lease or repair the Premises within 60 days thereafter. If Lessor elects to repair, this lease shall remain in effect provided such repairs are completed within said time. If Lessor shall not have repaired the Premises within said time, then at the end of such time the term hereby created shall terminate. If this lease is terminated by reason of fire or casualty as herein specified, rent shall be apportioned and paid to the day of such fire or other casualty.
 - 19. This lease is subordinate to all mortgages which may now or hereafter affect the Premises.
- 20. The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this lease; and all the covenants and agreements contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns and may be exercised by his or their attorney or agent.
- 21. Wherever possible each provision of this lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this lease.

- 22. <u>Fire and Extended Coverage Insurance Rates.</u>
 If Lessee's use increases the premium for fire insurance or any other insurance according to the Illinois Inspection and Rating Bureau or any other rating organization, then and in that event the Lessee agrees to pay said additional premium to the Lessor immediately upon Lessor's submitting a bill to Lessee for such increase.
- 23. <u>Liability Insurance</u>. Lessee shall at its sole cost and expense procure and maintain liability insurance in full force and effect during the term of the lease in form and in insurance companies licensed to do business in the State of Illinois. Such policies or policy shall provide insurance for all claims or damages arising out of or from any accident or other occurrence resulting in bodily injury, death, and damage to property, on or about the Premises, passageways and roads adjoining whether occasioned by neglect or omission of the Lessee or anyone at any level who perform work for the Lessee.

Certificates of insurance naming Lessor as additional insured evidencing that at least the following kinds and limits of liability insurance are in full force and effect and, cancelled at a later date, ten (10) days' advance written notice shall be mailed to the Lessor.

KIND	LIMITS OF LIABILITY
Comprehensive General Liability	\$1,000,000.00
Bodily injury including death therefrom	\$ 300,000.00 each person \$1,000,000.00 each occurrence
Property Damage	\$ 300,000.00 each accident \$ 300,000.00 in the aggregate for all accidents

Notwithstanding anything herein contained to the contrary, it is specifically understood and agreed that the Lessee hereby releases Lessor and Lessor hereby releases Lessee from any claims which either party may have against the other, to the extent of recovery of insurance proceeds for any loss, damage or injury, irrespective of the degree of negligence on the part of either the Lessee or Lessor.

24. <u>Subordination</u>. Lessee agrees that from time to time, upon not less than five (5) days' prior request by Lessor, it will deliver to Lessor a statement in writing, certifying:

That this Lease is unmodified and in full force and effect (or if there have been modifications that the Lease, as modified, is in full force and effect). The dates to which rent and other charges have been paid; and that Lessor is not in default under any provisions of this Lease or, if in default, the nature thereof in detail.

This Lease shall be subject and subordinate at all times to the lien of any existing mortgage or mortgages and of mortgages which hereafter may be made a lien on Site and/or Building, provided only that Lessor has obtained a nondisturbance instrument from its mortgagee on each such mortgage. Each nondisturbance agreement shall provide that so long as Lessee is not in default under this Lease, its possession of Leased Premises and its rights and privileges hereunder shall not be interfered with by the mortgagee or any purchaser upon a foreclosure of such mortgage. Although

no instrument or act on the part of the Lessee shall be necessary to effectuate subordination to mortgages for which nondisturbance agreements have been obtained, the Lessee shall nevertheless execute and deliver such further instruments subordinating this Lease to the lien of any such mortgages as may be desired by the mortgagee.

25. Real Estate Tax. In addition to any other obligations of Lessor hereunder, Lessor covenants and agrees to pay, when due, all real estate taxes and special assessments levied upon or assessed against the building (and the "real estate" upon which the building is situated). during the term of this Agreement or any extension thereof, provided that in the event the general real estate taxes assessed against said real estate and building for calendar year 1993, payable in 1994, and any year thereafter during the term of this Agreement or any extension thereof shall exceed the general real estate taxes for said land and building for calendar year 1992 (the "base year"). Lessee agrees to pay, as additional rental hereunder, 100% of the amount of such increase. The parties agree that the real estate and building has been assessed for tax purposes on a fully improved basis at 100% of value for the calendar year 1992.

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- 26. <u>Maintenance by Lessor</u>. During the term of this lease and any extension thereof, Lessor covenants and agrees to cause the Premises to be adequately equipped with facilities for hot and cold water, gas and lighting. Further, Lessor covenants to:
 - (a) Make all necessary repairs or replacements to the roof, supporting members and exterior walls of the building;
- (*)
 provided, however, in each case, that Lessee, upon Lessee's
 actual discovery of any such defect, promptly and diligently
 shall have given Lessor written notice thereof.
- (*)
 Lessor will replace the heating and air conditioning units
 when they are not repairable. Lessee will maintain them
 according to Paragraph 8 above.
- 27. Condemnation. If the Premises, or a portion thereof, which in the opinion of the Lessee would render the Premises untenantable shall be taken or condemned by any competent authority for any public use or purpose, than at the election of the Lessee, exercisable by notice in writing at least thirty (30) days prior to the date of vesting of title in the condemnation authority, this lease shall terminate, the date of termination to be the date when the possession of the portion so taken shall be required for such use or purpose. The rent payable hereunder shall be apportioned as of the date of such termination. Nothing herein shall preclude Lessee from proving its damages and receiving its award as to leasehold improvements. If a portion of the Premises shall have been taken and if this lease shall continue, then in that event, the Lessor agrees, at the Lessor's cost and expense, to immediately restore the building on the land remaining to a complete unit of like quality and character as existed prior to such taking, and all rent shall abate during the period of demolition and restoration, and thereafter the rent shall be reduced in the ratio that the ground floor area of the part of the Premises taken bears to the ground floor area of the Premises before such taking.

- 28. Quiet Enjoyment. Lessor represents that it has the full right, power and authority to enter into this lease for the term herein granted and that, it will deliver possession of the Premises free and clear of all rights of others. Lessor further covenants that, upon paying the rent provided for herein, and upon performing the covenants and agreements of this lease to be performed by Lessee, Lessee will have, hold, and enjoy quiet and peaceful enjoyment and possession of said Premises, and that Lessor shall warrant and defend Lessee in the peaceful and quiet enjoyment of said demised Premises against the claims of all persons throughout the term of this lease and any extension thereof, except claims of third parties claiming by, through or under this lease, or arising through or by reason of acts or conduct of the Lessee.
- 29. <u>Waiver of Subrogation</u>. Each of the parties hereby waives any and all rights of recovery against the other or against any other tenant or occupant of the building, or against the officers, employees, agents, representatives, customers and business visitors of such other party or of such other tenant or occupant of the building, for loss of or damage to such waiving party or its property or the property of others under its control, arising from any cause insured against under the standard form of fire insurance policy with all permissible extension endorsements covering additional perils or under any other policy of insurance carried by such waiving party in lieu of such fire policy.
- 30. <u>Parking Area.</u> Lessee agrees to conform with any reasonable rules and regulations Lessor may establish from time to time in connection with parking area and driveways.
- 31. <u>Decorating.</u> Lessee at its own expense will do any additional interior decorating Lessee deems necessary.
- 32. <u>Janitorial Service and Garbage Removal.</u>
 Lessee at its own expense shall provide its own janitorial service and garbage removal.
- 33. <u>Signs.</u> Lessee at its own expense shall install signs in only places designated, and of material, size and shape approved by Lessor.
- 34. Notice. Notices or other writings which either party is required to, or may wish to send to the other in connection with this lease, shall be in writing and shall be delivered personally or sent by U.S. Registered or Certified Hail, return receipt required, addressed as follows:
 - (a) If to Lessor: 2850 Hitchcock Avenue Partnership 5103 Chase Street Downers Grove, IL 60515
 - (b) If to Lessee: Telecommunications Devices, Inc. 2852-54 Hitchcock Avenue Downers Grove, IL 60515

or to such other address as either party may from time to time designate in a written notice to the other. A notice served by mail shall be deemed to be served on the date when such notice is deposited in the United States mails.

35. <u>Chair and floor pads.</u> Lessee is required to place under every chair that has rollers or casters an appropriate chair and floor mat thereby protecting the carpet from the excessive wear caused by rollers or casters.

36. Security Deposit. The Lessee has deposited with the Lessor the sum of SEVEN THOUSAND SEVEN HUNDRED NINE AND NO/100 (\$7,709.00) DOLLARS NON INTEREST BEARING NOTE DUE TWO (2) MONTHS BEFORE END OF LEASE as security for the full and faithful performance by the Lessee of all the terms of this lease required to be performed by the Lessee. Such sum shall be returned to the Lessee after the expiration of this lease, provided the Lessee has fully and faithfully carried out all of its terms. In the event of a bona fide sale of the property of which the leased premises are a part, the Lessor shall have the right to transfer such security to the purchaser to be held under the terms of this lease, and the Lessor shall be released from all liability for the return of such security to the Lessee.

	numbered 1 to, including a rider consisting ofpage	es.
ntified by Lessor and Lessee.	page	,
	hereto have executed this instrument as of the Date of Lease stated above.	
SSEE: TELECOMMUNICATIONS DE	EVICES, INC.LESSOR: 2850 HITCHCOCK AVE. PARTNERS	HIP
Ruly Cold	Selve INVate	
Milly Cay	(SEAL) COUNTY STEPPET (S	EAL)
	V 171	
	(SEAL)	EAL)
	ASSIGNMENT BY LESSOR	
On this	ASSIGNMENT BY LESSOR	to
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facsimile transmittal

To:	Susan Fronek		Fax:	630.759.037 9[Click here and type fax number]			
From:	John L. Fouts		Date:	02/09/00			
Re:	Leases for Downer's G Rochelle	rove &	Pages:	36 27 ind.	CUR.		
CC:	[Click here and type na	me]					
X Urgen	t D For Review	☐ Please	e Comment	☐ Please Reply	☐ Please Recycl		
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Leases you have requested are attached.

-[11]

LEASE RENEWAL

AGREEMENT made this day of the partnership, Lessor, and Telecommunication Devices, INC., Lessoe, Witnesseth:

WHEREAS, 2800 HITCHCOCK AVENUE PARTNERSHIP is Lessor, and TELECOMMUNICATION DEVICES, INC., is Lessee in a lease covering the premises situated at 2800 Hitchcock Avenue, Downers Grove, Illinois at a monthly rental of EIGHTY TWO HUNDRED EIGHTY AND NO/100 (\$8,280.00) DOLLARS;

WHEREAS, it is the desire of the parties hereto to extend the term of this lease until December 31, 2001;

NOW, THEREFORE, it is agreed between the parties hereto as ioilows:

First:

That the term of the lease be extended until December 31, 2001 at a monthly rental of EIGHTY EIGHT HUNDRED FIFTY AND NO/100 (\$8,850.00) DOLLARS beginning January 1, 1999 until December 31, 2000. The rental for the term between January 1, 2001 and December 31, 2001 shall be increased by an amount equal to the increase in the Consumer Price Index (CIP-U City Average) for the first two (2) years of this extension.

Second:

That all of the other terms and conditions remain in full force and effect.

TELECOMMUNICATION DEVICES, INC.

D./1

2800 HITCHCOCK, AVENUE PARTNERSHIP

BY J

Partner

Lease Summary

Business Unit:	TOI R& D Facility John ME Hale
Contact Name:	pho ME fall
Cost Center:	
Property Address:	2100 Hotchcook Ave.
	Downer's Grove II
Type of Facility:	RAD
·	
Owned or Leased:	Own Lease
If Owned, Book Value:	
Lessor:	2800 Hitchcock Ave. Partnership Downers Grove, Il
	Downer's Grove, Il
Length of Lease:	36 mas.
Lease Commencement Date:	19199
Lease Termination Date:	36 mas. 191/99 13/31/01
Rate Over Term:	
Lease Rate-Mos:	1/2-12/31/2000 \$8.850.00/mo; 1/1/01-17/31/01 CPI A
Security Deposit:	/4
Square Feet:	19,000-1
Cost/Sqft-Yr (=Yrly rate/Sq ft*12):	
Renewal Options:	yes no no
Automatic Renewal:	no
Monthly Renewal Rate:	no
Termination Option:	no
Subleased:	
Sublessee:	
Length of Sublease:	
Sublease Commencement Date:	
Sublease Termination Date:	-th-
Rate Over Term:	В
Monthly Lease Rate:	
Square Feet:	
Cost/Sqft:	
is follow-up needed?	Yes , No
Follow-up date:	
Type of Follow-up:	19/1/01 / schle
National Control of the Control of t	

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Lease Summary Sheet

LEASE RENEWAL

Bowner's

AGREEMENT made this day of between 2800 HITCHCOCK AVENUE PARTNERSHIP, Lessor, and TELECOMMUNICATION DEVICES, INC., Lessee,

WHEREAS, 2800 HITCHCOCK AVENUE PARTNERSHIP is Lessor, and TELECOMMUNICATION DEVICES, INC., is Lessee in a lease covering the premises situated at 2800 Hitchcock Avenue, Downers Grove, Illinois at a monthly rental of EIGHTY TWO HUNDRED EIGHTY AND NO/100 (\$8,280.00) DOLLARS;

WHEREAS, it is the desire of the parties hereto to extend the term of this lease until December 31, 2001;

NOW, THEREFORE, it is agreed between the parties hereto as iollows:

First:

That the term of the lease be extended until December 31, 2001 at a monthly rental of EIGHTY EIGHT HUNDRED FIFTY AND NO/100 (\$8,850.00)DOLLARS beginning January 1, 1999 until December 31, 2000. The rental for the term between January 1, 2001 and December 31, 2001 shall be increased by an amount equal to the increase in the Consumer Price Index (CIP-U City Average) for the first two (2) years of this extension.

Second:

That all of the other terms and conditions remain in full force and effect.

TELECOMMUNICATION DEVICES, INC.

D.,,					
By:	•				

2800 HITCHCOCK AVENUE PARTNERSHIP

LEASE RENEWAL

	₹
between 2800 HITCHCOO TELECOMMUNICATION DEV	this day of, 1998 CK AVENUE PARTNERSHIP, Lessor, and VICES, INC., Lessee, WITNESSETH:
and TELECOMMUNICATION covering the premises	ITCHCOCK AVENUE PARTNERSHIP is Lessor, N DEVICES, INC., is Lessee in a lease s situated at 2800 Hitchcock Avenue, Downers monthly rental of EIGHTY TWO HUNDRED EIGHTY O) DOLLARS;
WHEREAS, it is the term of this lead	the desire of the parties hereto to extend se until December 31, 200;
NOW, THEREFORE, follows:	it is agreed between the parties hereto as
First:	That the term of the lease be extended until December 31, 2003 at a monthly rental of EIGHTY EIGHT HUNDRED FIFTY AND NO/100 (\$8,850.00) DOLLARS beginning January 1, 1999 until December 31, 2004. The rental for the two year term between January 1, 2001 and December 31, 2002 shall be increased by an amount equal to the increase in the Consumer Price Index (CIP-U City Average) for the first two (2) years of this extension. The rental for the final one (1) year of this extension, January 1, 2003 to December 31, 2003, shall be increased by an amount equal to the increase in the Consumer Price Index (CPI-U City Average) during the previous two years.
Second:	That all of the other terms and conditions remain in full force and effect.
	TELECOMMUNICATION DEVICES, INC.
	Ву:
2850 HITCHCOCK AVENU	E PARTNERSHIP

By _____Partner

ASSIGNMENT OF LEASE

THIS AGREEMENT is made and entered into as of the ___ day of June, 2000, by and among 2800 HITCHCOCK AVENUE PARTNERSHIP (the "Landlord"), THOMAS & BETTS CORPORATION, successor by merger of TELECOMMUNICATION DEVICES, INC. (the "Assignor"), and AUGAT, INC. (the "Assignee").

RECITALS

WHEREAS, by an Industrial Building Lease dated as of May 31, 1987, the Amendment to Industrial Building Lease dated April 9, 1990, and the Lease Renewal dated October 26, 1998, made between Landlord and the Assignor (collectively referred to as the "Lease"), the Landlord leased to the Assignor premises municipally known as 2800 Hitchcock Avenue, Downers Grove, Illinois, which premises are more particularly described in the Lease (the "Leased Premises");

WHEREAS, the Assignor desires to assign its rights and obligations under the Lease to Assignee, and Assignee desires to assume such rights and obligations; and

WHEREAS, the Assignor, pursuant to the terms of the Lease has requested the consent of the Landlord to the Assignment of the Lease to the Assignee and the Landlord has agreed to give its consent on the terms hereinafter set out.

NOW THEREFORE, for and in consideration of the benefits to be enjoyed by each of the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties hereto, the parties agree as follows:

1) Assignment by Assignor

The Assignor assigns, conveys and transfers to the Assignee, as of the 30th day of June, 2000 (the "Assignment Date"), its successors and permitted assigns, subject to the payment of rent and the performance of the Assignor's obligations in the Lease to be observed and performed by the Assignee on and after the Assignment Date, all of the Assignor's right, title and interest, both at law and at equity, in and to the Lease and the Leased Premises and all rights and benefits and advantages to be derived therefrom, including the residue of the term of years granted in the Lease and any rights of renewal and/or extension contained in the Lease.

2) Assumption by Assignee

Assignee assumes, as of the Assignment Date, all of Assignor's obligations under the Lease and covenants with the Assignor and the Landlord that, from and after the Assignment Date, the Assignee will pay the rent and other amounts payable by the Assignor under the Lease and perform all obligations of the Assignor under the Lease.

3) Landlord's Consent

The Landlord consents to the assignment, conveyance and transfer to the Assignee contained in paragraph one of this Agreement as of and from the Assignment Date. Subject to the payment of the rents and other amounts payable to the Assignor under the Lease, the performance of the Assignor's obligations contained in the Lease, and the terms and conditions contained in the Lease, the Assignee may enter into and upon and hold and enjoy the Leased Premises for the residue of the term granted by the Lease and every renewal and/or extension thereof, if any, for the Assignee's own use and benefit.

4) Assignment or Subletting

This consent shall not be deemed to authorize any further assignments or subletting or parting with or sharing possession of all or part of the Leased Premises.

5) Successors and Assigns

This Agreement shall be binding upon and enure to the benefit of the Landlord, the Assignor and the Assignee and their respective successors and permitted assigns.

6) Further Assurances

Each of the parties hereto agrees to do, make and execute all such further documents, agreements, assurances, acts, matters, and things and take such further action as may be reasonably required by any other party hereto in order to more effectively carry out the true intent of this Agreement.

7) Execution in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall constitute one in the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

2800 HITCHCOCK AVENUE PARTNERSHIP

By:		
THOMAS & BETTS CORPORATION	AUGAT, INC.	
By:	Ву:	
Its:	Its:	

Memorandum

Thomas&Betts

To:

Penelope Turnbow

From:

Om Chopra

Date:

June 1, 1998

Subject:

Environmental Due Diligence

TDI Batteries, Inc.

Thomas & Betts Environmental Affairs accompanied by Delta Environmental Consultants, Inc. visited the three TDI US facilities on April 8, 1998. The purpose of the visit was to conduct environmental due diligence Phase I investigation of the TDI operating sites by evaluating their current site conditions and environmental compliance. Attached are the lists of environmental findings for the three sites and the cost estimates for addressing the operational and environmental compliance issues. I recommend that the "Best Estimate" column from the attached tables be used to negotiate a reduction in purchase price with TDI. The aggregate best estimate total for the three US facilities is \$17,800.

\$ 17,800

With respect to the TDI Dundee, Scotland facility, the facility did not provide the status of its compliance with the Packaging Regulations to our consultant Delta-Simons during the site visit on April 8, 1998. In spite of our consultant's repeated requests to receive this information, the TDI Dundee facility has not responded to those requests as of this date. If the TDI facility is in non-compliance with the regulations, I project an estimated cost exposure of £2,000 to bring the site in compliance with the packaging regulations. In addition the facility needs to have a Health and Safety Assessment done for the site and the estimated cost for this study is £2,500.

£4,500

Based on the results of the site visits, review of the plants' past and current operating practices, environmental data base search, and minimal to none environmental risk, we do not see any reason to conduct Phase II assessment for any of these facilities.

Please contact me with your questions concerning the subject matter.

Om Chopra

Attachment

Cc:

Jerry Kronenberg

Jim Finley Jim Harris

TABLE 1

TDI Batteries, Inc.

Environmental Findings Summary

Company:

TDI Batteries, Inc.

Location:

2852 Hitchcock Avenue, Downers Grove, IL

Facility Size:

25,000 sq. ft., on 2 acres

Product: Assembly of battery packs for cellular phones,

computers and other miscellaneous electronic

equipment

Completed by:

Steve Zbur

Date Prepared:

May 11, 1998

Activities Completed:

Performed site reconnaissance on April 9, 1998,

interviewed director of operations and environmental

manager

No.	Finding	Potential Resolution	Potential (Minimum	Cast Range Muximum	. Best Estimaté	Comments
1	Waste characterization incomplete filters from the soldering and welding process and fluorescent and halogen light bulbs are disposed of with the municipal waste. Washwater obtained from mop buckets is discarded to the municipal sewer. These waste streams have not been characterized to determine appropriate classification, handling and disposal options (hazardous, solid or universal waste).	Characterize waste based on knowledge or testing; modify handling/disposal practices as appropriate. The facility should obtain an EPA identification number for future disposal of hazardous waste.	\$0	\$3,000	\$1,500	Evaluate need for practices to be changed upon acquisition
2	Material safety data sheets (MSDS) are not readily available to assembly personnel. MSDS are currently stored adjacent to the machine shop area.	Update the master MSDS to include and segregate materials that are currently used from those materials that are no longer used. Copies of MSDS should be strategically located throughout the facility in order to ensure that the sheets are readily available to facility personnel.	\$0	\$1,500	\$1,000	

ENVIRONMENTAL FINDINGS

1101 Batteries, Inc. 2852 Hitchcock Street Downers Grove, IL Page 2

No.	Flading	Potential Resolution	Poleatial (Minimum	Maximum	Beil Estimáté	Comments :
3	The potential to emit calculations for volatile organic compounds (isopropyl alcohol) and metals have not been determined.	Conduct an air emissions inventory. Apply for permits as appropriate.	\$ 500	\$ 3,000	\$ 2,000	
	TOTALS		\$ 500	\$ 7,500	\$ 4,500	

TABLE 1

TDI Batteries, Inc.

Environmental Findings Summary

Company:

TDI Batteries, Inc.

Location:

2800 Hitchcock Avenue, Downers Grove, IL

Facility Size: Product:

12,000 sq. feet on 1 acre

Production, research and development of lithium

ion batteries.

Completed by:

Date Prepared:

Activities Completed:

Steve Zbur May 11, 1998

Performed site reconnaissance on April 9, 1998,

interviewed director of operations and environmental

manager

No.	Finding	Potential Resolution	Potential (Minimum	Cost Range Maximum	Best Estimate	Comments
1	Insufficient documentation with respect to maximum storage capacity of methanol.	The Downers Grove Fire Department should be contacted to obtain written correspondence regarding the maximum amount of methanol permitted to be stored at the facility. A written management system should also be implemented in order to ensure that the capacity is not exceeded.	\$ 500	\$ 3,000	\$2,000	Facility personnel have indicated that the Downers Grove Fire Department will permit a maximum of 440 gallons of methanol to be stored at the facility.
2	Written documentation regarding emission rates from the methanol recovery system have not been documented in writing.	Contact Illinois EPA to clarify permitting requirements, if any, for the carbon spray booth and the methanol recovery system. Mr. Klint has indicated that a maximum of three gallons per day of methanol may be lost due to evaporation from the solvent recovery system.	\$ 500	\$ 4,000	\$ 2,500	

ENVIRONMENTAL FINDINGS

TDI Batteries, Inc. 2800 Hitchcock Avenue Downers Grove, IL

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No.	Finding	Potential Resolution	Potential (Minimum	Cost Range Maximum	Best Estimate	Comments
3	Hazardous waste accumulation and labeling requirements are inadequate. One 55-gallon drum that contains spent laboratory reagents is present in the warehouse. This drum did not contain a label identifying the contents as hazardous waste, nor did it contain the accumulation start date.	Prepare and implement a hazardous waste management system to ensure that all requirements regarding hazardous waste accumulation, recordkeeping and labeling are occurring. The facility should monitor hazardous waste accumulation rates, to ensure that generator status and associated requirements are appropriately applied and adhered to.	\$ 1,000	\$ 3,000	\$ 2,000	
4	Waste characterization incomplete. Fluorescent and halogen light bulbs are disposed of with the municipal waste. Wash water obtained from mop buckets is discarded to the municipal sewer. These waste streams have not been characterized to determine appropriate classification, handling and disposal options (hazardous, solid or universal waste).	Characterize waste based on knowledge or testing; modify handling/disposal practices as appropriate.	\$ 500	\$ 3,000	\$ 1,500	Evaluate need for practices to be changed upon acquisition.
5	Insufficient documentation regarding requirements for large quantity handlers of universal waste. TDI is not currently performing or documenting the following universal waste requirements for large quantity handlers:	Establish a streamlined universal waste management system to ensure that all requirements for large quantity handlers are being satisfied.	\$1,000	\$4,000	\$3,000	

ENVIRONMENTAL FINDINGS
TDI Batteries, Inc.
2800 Mitchcock Avenue
Downers Grove, IL
Page 3

No.	Finding	Potential Resolution	Petential (Minimum	Cost Range Maximum	Best Estimate	Comments
	labeling (universal waste battery containers must be labeled with one of three phases);					
	accumulation time limits (earliest date that universal wastes are placed into the container are not documented); and,					
	employee training (large quantity handlers of universal waste must be sure that all employees are thoroughly familiar with proper waste handling and emergency procedures).					
	TOTALS		\$ 3,500	\$ 17,000	\$ 11,000	

ENVIRONMENTAL COMPLIANCE REPORT THOMAS & BETTS CORPORATION DOWNERS GROVE FACILITY September 1999

An environmental compliance audit (audit) for the Thomas & Betts Corporation Downers Grove, Illinois facility (Downers Grove) was conducted at the request of the Legal Department of Thomas & Betts (T&B). The audit was conducted in accordance with T&B Environmental Procedure 001.

At the request of Counsel, Jay Kellis, Environmental Specialist and member of the Legal Department, conducted the audit in order that Counsel may provide guidance to T&B management and to the Downers Grove facility for the purpose of achieving and maintaining compliance with applicable environmental laws and regulations. The audit included a systematic examination of operations and environmental records to evaluate compliance and establish a mechanism for corrective action if required.

As a result of the audit, it appears that certain practices and/or processes can be conducted in a manner which better ensures compliance with certain applicable federal and state requirements. Specific observations and areas of improvement are discussed in this report. These observations are based on a review of the available environmental documents, chemical usage data, federal and state regulations, site visit observations, and interviews with facility personnel. To address these observations, Downers Grove should undertake actions such as those recommended in this report.

The contents of this report are subject to the Attorney-Client, Attorney Work Product, and Critical Self-Analysis privilege, as well as such other privileges as may be available to Thomas & Betts by statute or common law. Nothing in this report shall be deemed an admission. It must also be noted that the observations contained in this audit report are based entirely on conditions observed at the time of the site visit, and may not be fully indicative of plant practices.

Site Visit:

On July 20, 21, and 22, 1999, Jay Kellis visited Downers Grove, Romeoville, and Rochelle to observe operations, review available environmental records, and interview plant personnel for purposes of this audit. The site visit began with a meeting with Don Dakoske, Plant Manager, and Ron Klint, Environmental Coordinator for the facilities. Information on the facilities and operations was provided at the meeting. Mr. Klint further provided a tour of the facilities and access to environmental documents.

All areas of the facilities were visited in order to identify the types of operations and to review material usage, waste management practices, and disposal methods. A review of environmental records and chemical usage data followed. At the conclusion of the site visit, preliminary findings were discussed with plant management.

Facility Overview:

Downers Grove conducts research, development and production of Polymer Lithium Ion (PLI) batteries for the personal electronics industry. The plant consists of a single 18,000 square foot building on 0.75 acres. The facility was constructed in 1990 and is leased by Thomas & Betts. There are currently 25 people employed in manufacturing and research. The facility operates eight hours per day, five days per week.

Some of the major operations of Downers Grove that may have environmental implications include:

- research and development activities;
- o bicell manufacturing;
- o final battery assembly;
- electrolyte addition;
- charging/degassing;
- material storage;
- o waste storage; and,
- shipping and receiving.

Downers Grove is subject to environmental regulations in the areas of:

- o hazardous waste management;
- o solid-nonhazardous waste management;
- o air emissions permitting and management;
- o laboratory hygiene; and,
- emergency planning and community right-to-know.

Hazardous Wastes:

Downers Grove is a Small Quantity Generator (SQG) of hazardous waste operating under EPA ID Nº ILR000021758. A SQG generates less than 1000 kilograms (2200 pounds) of hazardous waste per month. Hazardous wastes identified during the site visit include waste methanol from the extraction process, still bottoms, and occasional lab packs.

The following items pertaining to hazardous waste were reviewed or inspected during the site visit:

- waste characterization results:
- o manifest and LDR records;
- waste containers:
- o accumulation area;
- o emergency equipment;
- o inspection records;
- o contingency plan (spill plan); and,
- o arrangements with local emergency responders.

The facility was in compliance with the requirements for SQGs, with the following exceptions.

Observation:

The facility has not designated a hazardous waste accumulation area.

Recommended Action:

- 1.) Designate a specific area for accumulation of hazardous waste containers prior to shipment. The area should provide the following:
 - O Secondary containment sufficient to manage leaks or spills. (The methanol distillation building meets this requirement.)
 - Emergency equipment including spill kit, personal protective equipment, and fire extinguishers.
 - Communication device (telephone) to be used in the event of a hazardous waste emergency. Phone numbers of emergency responders should be posted near this phone.

Observation:

Records of weekly hazardous waste container inspections were not available for review at the time of the site visit.

Recommended Action:

2.) Conduct weekly inspections of all hazardous waste containers, checking for spills and leaks. Note the condition of the accumulation area (see previous recommendation), container labeling, emergency equipment, and communication equipment.

Non-Hazardous Wastes:

Non-hazardous wastes generated at Downers Grove include:

- office and break room trash; and,
- o battery scrap containing lithium ion, copper, aluminum, and cobalt.

There are no recommendations concerning non-hazardous waste.

Wastewater:

Downers Grove discharges sanitary wastewater and air compressor condensate to the local POTW.

Air compressor condensate discharges through an oil interceptor installed by the previous tenant.

A trap door provides access for inspection and cleaning of the interceptor. According to facility

personnel, the interceptor is periodically inspected and cleaned. A wastewater discharge permit is

not required for Downers Grove.

There are no recommendations concerning wastewater.

Storm Water:

No outdoor industrial activities were observed which would subject the facility to stormwater

permitting requirements.

There are no recommendations concerning stormwater.

Air Emissions:

Air emission sources at Downers Grove include the methanol distillation system, lab hoods, and

an electrolyte addition hoods. Illinois regulations exempt these sources from permitting

requirements.

There are no recommendations concerning air emissions.

Emergency Planning and Community Right-to-Know:

A review of the Hazard Communication/Right-to-Know Plan for Downers Grove found the program to be consistent with the requirements of OSHA's Hazard Communication Standard and Michigan Right-to-Know laws, including employee notification and training requirements. MSDS files were found to be complete and well organized. Hazardous Chemical Inventories (Tier II) and Toxic Chemical Release Inventories (Form Rs) are not required for the facility.

Observation:

The Hazard Communication plan, prepared and implemented prior to the addition of routine battery manufacturing, may not apply to all current operations.

Recommended Action:

3.) The facility should consider preparing a revised Hazard Communication Plan for battery manufacturing employees. A separate Chemical Hygiene Plan should be prepared and implemented for research and development laboratory activities.

Asbestos:

According to the OSHA General Industry Standard for Asbestos, 29 CFR 1910.1001, all thermal system insulation, sprayed on and troweled on surface materials, and asphalt and vinyl flooring installed before 1980 must be Presumed Asbestos Containing Material (PACM). This standard requires the employer to provide training to potentially exposed employees, unless it is shown that the facility does not have asbestos containing materials. The identification of asbestos containing materials must be conducted by an accredited inspector or by a Certified Industrial Hygienist (CIH).

The age of the facility indicates there should be no asbestos present. There are no recommendations concerning asbestos.

Polychlorinated Biphenyls:

No evidence of PCBs or PCB containing equipment was observed during the site visit. The age of

the facility and transformers indicate that there should be no PCBs present.

Oil Management:

Oils used at Downers Grove include air compressor oil, and small household-like quantities of

lubricants and greases. Federal regulations (40 CFR 112) require facilities whose oil storage capacity

exceeds 1320 gallons, or who operate a container with a 600 gallon or greater capacity, and where

an oil spill could reasonably be expected to reach waters of the United States, to develop and

implement a Spill Prevention, Control, and Counter-measures (SPCC) plan. Since Downers Grove

does not have oil storage capacity in exces of threshold quantities, a SPCC plan is not required.

There are no recommendations concerning oil management.

Hazardous Materials Management (DOT):

The Hazardous Materials Uniform Safety Act of 1990 authorized the Department of Transportation

(DOT) to "issue regulations for the safe transportation of hazardous materials in intrastate,

interstate, and foreign commerce that shall govern any aspect of hazardous materials transportation

safety". DOT Hazardous Materials Regulations can be found in 49 CFR Subtitle B,(1),(C) parts 171

through 180.

Downers Grove receives DOT hazardous materials for use in the manufacturing processes. A

complete list of DOT hazardous materials can be found in 49 CFR 172.101, with three additional

lists in Appendix A, Table 2, and Appendix B of 49 CFR 172.

Observation:

Personnel responsible for offloading and storing hazardous materials do not receive required DOT

(HM 181) training and testing.

Recommended Action:

4.) Modify the Hazard Communication training program to include DOT hazardous materials awareness and testing for effected personnel.

Risk Management Recommendations:

The audit identified several best management practices that Downers Grove should consider in addition to the recommendations previously discussed. While they are not currently compliance issues, these practices are recommended to further minimize environmental risks and to enhance overall environmental performance.

The facility should request copies of any inspection reports or sampling results by federal, state, or local agencies and of consultants and/or outside laboratories. Copies of these documents should be retained in the facility's environmental files, with additional copies forwarded to the Legal Department of T&B Memphis. The results of inspections and sampling are useful in documenting compliance.

September 1999 Downers Grove	Environmental Audit / Monthly	Corrective Action Status Report
	Report Date	_

	Audit Recommendation	Regulatory Citation	Facility Corrective Action	Target Date	Status/Comments
1.	Designate a specific area for accumulation of hazardous waste containers prior to shipment.	Illinois 35 Adm. Code 722.134 (d)			
2.	Conduct weekly inspections of all hazardous waste containers, checking for spills and leaks. Note the condition of the accumulation area, containers, container labeling, emergency equipment, and communication equipment. Record the results of inspections and maintain in the facility environmental files.	Illinois 35 Adm. Code 722.134 (d)			··
3.	Consider preparing a revised Hazard Communication Plan for battery manufacturing employees. A separate Chemical hygiene Plan should be prepared and implemented for research and development laboratory activities.	Federal 29 CFR 1910.1450			
4.	Modify the Hazard Communication training program to include DOT hazardous materials training and testing for effected personnel.	Federal 49 CFR 172.704			

Memorandum

To:

Paul Sapienza

From:

Om Chopra

Date:

September 25, 1998

Subject:

Personal Protective Equipment (PPE) - PLT Production

I visited the HET facility in Downers Grove, IL on September 17-18, 1998. The facility primarily includes the research and development (R&D) lab for polymer lithium ion (PLI) cells, as well as a pilot production line. The PLI pilot line includes a variety of production processes including lamination of carbon-black to anodes and cathodes using polymer film substrate at off-site vendor location, and laminating one anode and two cathode laminates with separator laminate films on each side of anode for producing Bi-cell assemblies.

The Bi-cells are immersed in a methanol bath to extract plasticizer from them. The subsequent manufacturing processes include electrical testing, tab trimming, anode and cathode terminal welding. A plastic laminated aluminum casing is crimped around the battery pack and electrolyte added in the dry room. The batteries are charged and processed through a degassing step and a trim station to remove the gas from the charged envelope and trim the gas pouch. The batteries are then labeled and packaged for shipments.

The R&D laboratory and the pilot production operations include the storage, use, handling and processing of a variety of hazardous and toxic materials which include, but not limited to the anode and cathode films and laminates (contain lithium cobalt oxide, carbon black, dibutyl phthalate, hexafluoropropylene – vinylidine fluoride copolymer), acetone, methanol, electrolyte (contains lithium hexafluoro phosphate, methyl ethyl carbonate and ethylene carbonate) and other laboratory chemicals.

There were only a handful of workers observed in the lab and the production area during my visit. Several of those workers were not wearing eye protection, gloves or protective clothing. No eye wash or safety shower equipment existed at the facility, despite the storage and handling of hazardous chemicals at the facility.

Paul Sapienza Thomas & Betts 09/25/98 Page 2

The R&D operations relative to the PLI cell development and pilot production processes have inherently used a variety of chemical materials in relatively small amounts. Now the same pilot production line, which has produced a small number of test cells in the past, is being converted to the start up manufacturing production line requiring more frequent and large usage of the same chemical materials. At the same time more direct employees are being added to meet the production schedules. I had the opportunity to review the chemicals and their material safety data sheets (MSDSs). Some of the chemical materials are noted to have potential safety and health effects, which must be addressed by providing proper safety training and personal protective equipment (PPE) to the employees that will either be exposed to those hazardous materials or be handing in their daily work. We therefore, must implement the following safety and PPE requirements at the beginning of the manufacturing production, as a minimum:

1. Employee Safety Training:

Employees must be provided with basic safety training before they are assigned to their workstations. Ron Klint's "HET Employee Safety Training Package" is a good start as a minimum. Additional training must be provided to ensure that the employees are apprised of hazards of the chemicals present in their work area. This can be included in the Hazard Communication part of the training. This training must be provided at the time of an employee's initial assignment to the work area.

Recordkeeping – documentation of employee training must be retained on site.

2. Personal Protective Equipment (PPE):

PPE Hazard Assessment and equipment selection will need to be developed.

- a) Eye Protection: Safety glasses with side shields meeting the ANSI Z87.1 standard must be used by all employees on the production line. Chemical goggles and/or face shields are to be worn whenever there is a potential for chemical splash, rapid reaction, explosion or breakage of glass apparatus due to contained vacuum or pressure.
- b) Gloves: Gloves are required for all employees on the production line. The glove material must be suitable for the hazard.

- c) Protective Clothing: Laboratory coats or uniforms should be provided to all employees working on the manufacturing line and coming in contact with the hazardous materials.
- d) Respiratory Protection: Area samples and personal industrial hygiene samples for certain chemicals (Lithium cobalt oxide and other lithium compounds, as well as hazardous organic compounds) should be taken on an 8 hour time weighted average (TWA) basis when the pilot line is fully converted to manufacturing production. If the monitoring levels on specific processes are found in excess of the OSHA action levels, engineering controls will be required. Alternatively, the employees exposed to the hazards will be required to wear respiratory protection. I will arrange for the industrial hygiene sampling when the line goes to full production.

3. Eye Protection:

Eye wash and safety shower must be installed in the area.

4. Fume Hoods/Exhaust:

All laboratory and production work involving powders, gases or volatile chemicals should be performed in a laboratory hood or under a proper ventilation system designed and operated pursuant to the environmental regulations. Laboratory hoods should be used with containment trays, absorbent materials, or diking whenever there is a possibility of a spill of a hazardous material.

Please contact me if you should have any questions or need further assistance in providing safety training to the employees.

Om Chopra

CC: Jerry Kronenberg Dennis Ruch Don Dakoske Tom Kulawiak Ron Klint

Via Facsimile

To:

Rick Yeatman

From:

Om Chopra

Date:

February 2, 1999

Subject:

Waste Characterization

Three waste samples consisting of anode scrap (sample #1), cathode scrap (sample #2) and reject/off-spec batteries sample #3) were collected from the HET production line in Downers Grove, IL, and analyzed by Commonwealth Technology, Inc. for RCRA hazardous waste characteristics, following the EPA test protocols.

Attached are the test results for the three samples analyzed. Please note that all three waste streams are RCRA non-hazardous.

Please manage these wastes as industrial non-hazardous. They should be disposed of through the solid landfill facilities, which are licensed and operated pursuant to Subpart D landfill regulations.

Please call me if you have any questions concerning the attached results.

Om Chopra

Attachment

Commonwealth Technology, Inc.

Laboratory Division

Accredited Lab Data for Today's Environment

Account Code: TB

COC ID No.:

COC133947

Attn: To:

Mr. Om P. Chopra Thomas & Betts Corporation

8155 T&B Boulevard

Memphis, TN 38125

CTI Lab No .:

98148464

Report Date:

11/17/98

PO#:

N/A

T&B

2520 Regency Road

Phone: 606-276-3506

Fax: 606-278-5665 email: fyi@ctienv.com

800-489-3506

Lexington, Ky 40503-2921

NOV 2 3 1998

Cosp. - was

Prep

Analytical

Sample ID:

Sample No. 1

Site:

Sample Matrix: Solids

Date of Collection: 10/30/98

Date Received:

Reporting Result Sample

Collection Time: Unknown **Collected By:**

Client

11/3/98

Client

ANODE

Report Submitted By: ___

Analysis

Report of Analytical Results

Analytical Tests	Result	Unit	Limit	Flag Typ		Date	Batch #	Batch #
HAZARDOUS WASTE CHARACTERISTICS								
Method Reference: SW8081 Sample Pre	p. Date : 11/	/6/98	By: ALY	Prep Metho	d: SW3510	Analys	is By: JEW	′
TCLP-PESTICIDE: Endrin	BDL	mg/L	0.005	Grab	0 .02	11/10/98	4587	27377
TCLP-PESTICIDE: Lindane	BDL	mg/L	0.01	Grab	0 .4	11/10/98	4587	27377
TCLP-PESTICIDE: Methoxychlor	BDL	mg/L	0.01	Grab	10	11/10/98	4587	27377
TCLP-PESTICIDE: Toxaphene	BDL	mg/L	0.02	Grab	0 .5	11/10/98	4587	27377
TCLP-PESTICIDE: Chlordane	BDL	mg/L	0.02	Grab	0 .03	11/10/98	4587	27377
TCLP-PESTICIDE: Heptachior	BDL	mg/L	0.005	Grab	800.0	11/10/98	4587	27377
TCLP-PESTICIDE: Heptachlor Epoxide	BDL	mg/L	0.005	Grab	800.0	11/10/98	4587	27377
TCLP-PEST SURR: Tetrachloro-meta-xylene	27	% Recove	r 1	Grab	N/A	11/10/98	4587	27377
TCLP-PEST SURR: Decachlorobiphenyl	81	% Recove	r 1	Grab	N/A	11/10/98	4587	27377
Method Reference: SW5030A/8260A						Analys	is By: CDS	•
TCLP-VOL: Benzene	BDL	mg/L	0.200	Grab	0 .5	11/13/98	27507	27507
TCLP-VOL: Carbon Tetrachloride	BDL	mg/L	0.200	Grab	0 .5	11/13/98	27507	27507
TCLP-VOL: Chiorobenzene	BDL	mg/L	0.200	Grab	100	11/13/98	27507	27507
TCLP-VOL: Chlorotorm	BDL	mg/L	0.200	Grab	6	11/13/98	27507	27507
TCLP-VOL: 1,4-Dichlorobenzene	BDL	mg/L	0.200	Grab	7.5	11/13/98	27507	27507
TCLP-VOL: 1,2-Dichloroethane	BDL	mg/L	0.200	Grab	0 .5	11/13/98	27507	27507
TCLP-VOL: 1,1-Dichloroethene	BDL	mg/L	0.200	Grab	0 .7	11/13/98	27507	27507
TCLP-VOL: Methyl Ethyl Ketone	BDL	mg/L	0.40	Grab	200	11/13/98	27507	27507
TCLP-VOL: Tetrachloroethene	BDL	mg/L	0.200	Grab	0 .7	11/13/98	27507	27507
TCLP-VOL: Trichloroethene	BDL	mg/L	0.200	Grab	0 .5	11/13/98	27507	27507
TCLP-VOL: Vinyl Chloride	BDL	mg/L	0.200	Grab	0.2	11/13/98	27507	27507
TCLP-VOL SURR: 1,2-Dichloroethane-d4	100	% Recove	r 1	N/A	N/A	11/13/98	27507	27507
TCLP-VOL SURR: Toluene-d8	101	% Recove	r 1	N/A	N/A	11/13/98	27507	27507
TCLP-VOL SURR: 4-Bromofluorobenzene	100	% Recove	r 1	N/A	N/A	11/13/98	27507	27507

BDL=Not detected at or above reporting limit.

Report shall not be reproduced except in full without permission.

Lexington, Kentucky

Results relate only to those items tested.

Louisville, Kentucky

Baraboo, Wisconsin

CTI Lab#:

CTI-Formal Report

98148464

103785

Printed on recycled paper

Commonwealth Technology, Inc.

Laboratory Division

Accredited Lab Data for Today's Environment

Account Code: TB

2520 Regency Road Lexington, Ky 40503-2921

Phone: 606-276-3506

800-489-3506

Fax: 606-278-5665 email: fyi@ctienv.com

COC ID No.: COC133947							
Method Reference: SW8270 Sai	mple Prep. Date: 1	11/12/98	By: ALY/BR		Analysis	By: RLK	
TCLP-SEMIVOL: o-Cresol	BDL	mg/L	0.05	Grab 200	11/12/98	4623	27499
TCLP-SEMIVOL: m and p-Cresol	BDL	mg/L	0.10	Grab 200	11/12/98	4623	27499
TCLP-SEMIVOL: 2,4-Dinitrotoluene	BDL	mg/L	0.05	Grab 0.13	11/12/98	4623	27499
TCLP-SEMIVOL: Hexachlorobenzen	e BDL	mg/L	0.05	Grab 0.13	11/12/98	4623	27499
TCLP-SEMIVOL: Hexachlorobutadie	ne BDL	mg/L	0.05	Grab 0.5	11/12/98	4623	27499
TCLP-SEMIVOL: Hexachioroethane	BDL	mg/L	0.05	Grab 3	11/12/98	4623	27499
TCLP-SEMIVOL: Nitrobenzene	BDL	mg/L	0.05	Grab 2	11/12/98	4623	27499
TCLP-SEMIVOL: Pentachiorophenol	BDL	mg/L	0.05	Grab 100	11/12/98	4623	27499
TCLP-SEMIVOL: Pyridme	BDL	mg/L	0.2	Grad 5	11/12/98	4623	27499
TCLP-SEMIVOL: 2,4,5-Trichloropher	nol BDL	mg/L	0.05	Grab 400	11/12/98	4623	27499
TCLP-SEMIVOL: 2,4,6-Trichloropher	noi BDL	mg/L	0.05	Grab 2	11/12/98	4623	27499
TCLP-SEMIVOL SURR: Nitrobenzen	e-d5 71	% Recove		N/A N/A	11/12/98	4623	27499
TCLP-SEMIVOL SURR: 2-Fluorobiph	enyi 56	% Recove	r 1	N/A N/A	11/12/98	4623	27499
TCLP-SEMIVOL SURR: p-Terphenyl-	d14 104	% Recove	r 1	N/A N/A	11/12/98	4623	27499
TCLP-SEMIVOL SURR: Phenol-d5	41	% Recove	r 1	N/A N/A	11/12/98	4623	27499
TCLP-SEMIVOL SURR: 2-Fluoropher	nol 50	% Recove	r 1	N/A N/A	11/12/98	4623	27499
TCLP-SEMIVOL SURR: 2,4,6-Tribron		% Recove	r 1	NA NA	11/12/98	4623	27499
Method Reference: SW7.3.3.2 Sar	mple Prep. Date: 1		By: TKM		An a lysis	By: FCH	
Reactivity-Total Releasable Cyanide	BDL	mg/Kg a r	0.50	Grab N/A	11/06/98	4579	27196
Method Reference: SW7.2,2/9045C					Analysis	By: ALW	
Corrosivity	9.2	pH Units	0.1	Grado N/A	11/05/98	27153	27153
Method Reference: SW7470A San	nple Prep. Date: 1	1/10/98	By: TMJ		Analysis	By: TMJ/	DJM
TCLP-METAL: Mercury (Cold Vapor)	BDL	mg/L	0.001	Grab 0.2	11/10/98	4601	27321
Method Reference: SW6010B/3010A San	nple Prep. Date: 1	1/9/98	By: MAM		Analysis	By: MAM	/RJA
TCLP-METAL: Silver (ICP)	BDL	mg/L	0.01	Grab 5	11/10/98	4595	27319
TCLP-METAL: Arsenic (ICP)	0.08	mg/L	0.05	Grab 5	11/10/98	4595	27319
TCLP-METAL: Barium (ICP)	0.08	mg/L	0.01	Grab 100	11/10/98	4595	27319
TCLP-METAL: Cadmium (ICP)	0.010	mg/L	0.005	Grab 1	11/10/98	4595	27319
TCLP-METAL: Chromium (ICP)	0.01	mg/L	0.01	Gradb 5	11/10/98	4595	27319
TCLP-METAL: Lead (ICP)	BDL	mg/L	0.05	Grab 5	11/11/98	45 9 5	27374
TCLP-METAL: Selenium (ICP)	0.06	mg/L	0.05	Grab 1	11/10/98	4595	27319
Method Reference: SW7.1.2					Analysis	By: ALW	
ignitability	NEG	N/A	N/A	Grab N/A	11/05/98	27163	27163
Method Reference: SW1311					Analysis	By: PFB	
TCLP-EXTRACTION: Non-Volatiles	NA	N/A	N/A	Grab N/A	11/05/98	27215	27215
Method Reference: SW1311					Analysis	By: PFB	
TCLP-EXTRACTION: Volatiles	NA	N/A	N/A	Grab N/A	11/05/98	27215	27215
Method Reference: SW7.3.4.2/9031					Analysis	By: TKM	
Reactivity-Total Releasable Sulfide							

BDL=Not detected at or above reporting limit. Report shall not be reproduced except in full without permission. Results relate only to those items tested.

CTI Lab#: CTI-Formal Report 98148464 103785

Commonwealth Technology, Inc.

Laboratory Division

Accredited Lab Data for Today's Environment

Accredited Lab Data for Today's Env

Account Code: TB

COC ID No.:

COC133947

Attn:

Mr. Om P. Chopra

To:

Thomas & Betts Corporation

8155 T&B Boulevard

Memphis, TN 38125

CTI Lab No.:

98148465

Report Date:

11/17/98

PO#:

N/A

T&B

2520 Regency Road

Phone: 606-276-3506

Fax: 606-278-5665 email: fyi@ctienv.com

800-489-3506

Lexington, Ky 40503-2921

NOV 2 3 1998

Corp. Legal

Ртер

Batch #

Analytical

Batch #

Sample ID:

Analytical Tests

Sample No. 2

CATHODE

Site:

Sample Matrix: Solids

Date of Collection: Collection Time:

Collected By:

Reporting Result Sample

Limit

Flag

10/30/98

Unknown

Client

Date Received: 11/3/98

Cilent

Limit

Report Submitted By: _

Type

(Project Manager)

Analysis

Date

Report of Analytical Results

Unit

Result

Method Reference: SW8081 Sample Prep	p. Date: 11/6/98 By: ALY		Prep Method: SW	3510 Analysis	s By: JEW	,	
TCLP-PESTICIDE: Endrin	BDL	mg/L	0.005	Grab 0.02	11/10/98	4587	2737
TCLP-PESTICIDE: Lindane	BDL	mg/L	0.01	Grab 0.4	11/10/98	4587	2737
TCLP-PESTICIDE: Methoxychlor	BDL	mg/L	0.01	Grab 10	11/10/98	4587	2737
TCLP-PESTICIDE: Toxaphene	BDL	mg/L	0.02	Grab 0.5	11/10/98	4587	2737
TCLP-PESTICIDE: Chlordane	BDL	mg/L	0.02	Grab 0.03	11/10/98	4587	2737
TCLP-PESTICIDE: Heptachlor	BDL	mg/L	0.005	Grab 0.00	8 11/10/98	4587	2737
TCLP-PESTICIDE: Heptachlor Epoxide	BDL	mg/L	0.005	Grab 0.00	8 11/10/98	4587	2737
TCLP-PEST SURR: Tetrachloro-meta-xylene	33	% Recove	er 1	Grab N/A	11/10/98	4587	2737
TCLP-PEST SURR: Decachiorobiphenyl	84	% Recove	er 1	Grab N/A	11/10/98	4587	2737
flethod Reference: SW5030A/8260A					Analysis	By: CDS	
TCLP-VOL: Benzene	BDL	mg/L	0.200	Grab 0.5	11/13/98	27507	2750
TCLP-VOL: Carbon Tetrachloride	BDL	mg/L	0.200	Grab 0.5	11/13/98	27507	2750
TCLP-VOL: Chlorobenzene	BDL	mg/L	0.200	Grab 100	11/13/98	27507	2750
TCLP-VOL: Chloroform	BDL	mg/L	0.200	Grab 6	11/13/98	27507	2750
TCLP-VOL: 1,4-Dichlorobenzene	BDL	mg/L	0.200	Grab 7.5	11/13/98	27507	2750
TCLP-VOL: 1,2-Dichloroethane	BDL	mg/L	0.200	Grado 0.5	11/13/98	27507	2750
TCLP-VOL: 1,1-Dichloroethene	BDL	mg/L	0.200	Grab 0.7	11/13/98	27507	2750
TCLP-VOL: Methyl Ethyl Ketone	BDL	mg/L	0.40	Grab 200	11/13/98	27507	2750
TCLP-VOL: Tetrachloroethene	BDL	mg/L	0.200	Grab 0.7	11/13/98	27507	2750
TCLP-VOL: Trichloroethene	BDL	mg/L	0.200	Grab 0.5	11/13/98	27507	2750
TCLP-VOL: Vinyl Chloride	BDL	mg/L	0.200	Grab 0.2	11/13/98	27507	2750
TCLP-VOL SURR: 1,2-Dichloroethane-d4	102	% Recove	r 1	N/A N/A	11/13/98	27507	2750
TCLP-VOL SURR: Toluene-d8	104	% Recove	r n: 1	N/A N/A	11/13/98	27507	2750
TCLP-VOL SURR: 4-Bromofluorobenzene	101	% Recove	-	N/A N/A	11/13/98	27507	2750

Lexington, Kentucky

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CTI Lab#: CTI-Formal Report

98148465 103786

Commonwealth Technology, Inc.

Laboratory Division

Accredited Lab Data for Today's Environment

Account Code: TB

2520 Regency Road Lexington, Ky 40503-2921

Phone: 606-276-3506

800-489-3506 Fax: 606-278-5665

email: fyi@ctienv.com

Account Code: 18							•	
COC ID No.: COC133947								
Method Reference: SW8270 Sample Pre	p. Date:	11/12/98	By: ALY/BR			Analysis	By: RLK	
TCLP-SEMIVOL: o-Cresol	BDL	mg/L	0.05	Grab	200	11/12/98	4623	27499
TCLP-SEMIVOL: m and p-Cresol	BDL	mg/L	0.10	Grab	200	11/12/98	4623	27499
TCLP-SEMIVOL: 2,4-Dinitrotoluene	BDL	mg/L	0.05	Grab	0 .13	11/12/98	4623	27499
TCLP-SEMIVOL: Hexachlorobenzene	BDL	mg/L	0.05	Grab	0 .13	11/12/98	4623	27499
TCLP-SEMIVOL: Hexachlorobutadiene	BDL	mg/L	0.05	Grab	0 .5	11/12/98	4623	27499
TCLP-SEMIVOL: Hexachioroethane	BDL	mg/L	0.05	Grab	3	11/12/98	4623	27499
TCLP-SEMIVOL: Nitrobenzene	BDL	mg/L	0.05	Grab	2	11/12/98	4623	27499
TCLP-SEMIVOL: Pentachiorophenoi	BDL	mg/L	0.05	Grab	100	11/12/98	4623	27499
TCLP-SEMIVOL: Pyridine	BDL	mg/L	0.2	Grab	5	11/12/98	4623	27499
TCLP-SEMIVOL: 2,4,5-Trichlorophenol	BDL	mg/L	0.05	Grab	400	11/12/98	4623	27499
TCLP-SEMIVOL: 2,4,6-Trichlorophenol	BDL	mg/L	0.05	Grab	2	11/12/98	4623	27499
TCLP-SEMIVOL SURR: Nitrobenzene-d5	70	% Recove	er 1	N/A	N/A	11/12/98	4623	27499
TCLP-SEMIVOL SURR: 2-Fluorobiphenyl	58	% Recove	er 1	N/A	N/A	11/12/98	4623	27499
TCLP-SEMIVOL SURR: p-Terphenyl-d14	104	% Recove	er 1	N/A	N/A	11/12/98	4623	27499
TCLP-SEMIVOL SURR: Phenoi-d5	45	% Recove	er 1	N/A	N/A	11/12/98	4623	27499
TCLP-SEMIVOL SURR: 2-Fluorophenol	52	% Recove	•	N/A	N/A	11/12/98	4623	27499
TCLP-SEMIVOL SURR: 2,4,6-Tribromopheno		% Recove		N/A	N/A	11/12/98	4623	27499
Method Reference: SW7.3.3.2 Sample Prep	o. Date: 1		By: TKM			Analysis	By: FCH	
Reactivity-Total Releasable Cyanide	BDL	mg/Kg a r	0.50	Grab	N/A	11/06/98	4579	27196
Method Reference: SW7.2.2/9045C						Analysis	By: ALW	
Corrosivity	7.1	pH Units	0.1	Grab	N/A	11/05/98	27153	27153
Method Reference: SW7470A Sample Prep	o. Date: 1	1/10/98	By: TMJ			Analysis	By: TMJ/L	DJM
TCLP-METAL: Mercury (Cold Vapor)	BDL	mg/L	0.001	Grab	0 .2	11/10/98	4601	27321
Method Reference: SW6010B/3010A Sample Prep	o. Date: 1	1/9/98	By: MAM			Analysis i	By: MAM	/RJA
TCLP-METAL: Silver (ICP)	BDL	mg/L	0.01	Grab	5	11/10/98	4595	27319
TCLP-METAL: Arsenic (ICP)	BDL	mg/L	0.05	Grab	5	11/10/98	4595	27319
TCLP-METAL: Barium (ICP)	0.10	mg/L	0.01	Grab	100	11/10/98	4595	27319
TCLP-METAL: Cadmium (ICP)	BDL	mg/L	0.005	Grab	1	11/10/98	4595	27319
TCLP-METAL: Chromium (ICP)	BDL	mg/L	0.01	Grab	5	11/10/98	4595	27319
TCLP-METAL: Lead (ICP)	BDL	mg/L	0.05	Grab	5	11/10/98	459 5	27319
TCLP-METAL: Selenium (ICP)	BDL	mg/L	0.05	Grab	1	11/10/98	4595	27319
Method Reference: SW7.1.2						Analysis I	By: ALW	
lgnItability	NEG	N/A	N/A	Grab	N/A	11/05/98	27163	27163
Method Reference: SW1311						Analysis i	By: PFB	
TCLP-EXTRACTION: Non-Volatiles	N/A	N/A	N/A	Grab	N/A	11/05/98	27215	27215
Method Reference: SW1311						Analysis i	By: PFB	
TCLP-EXTRACTION: Volatiles	N/A	N/A	N/A	Grab	N/A	11/05/98	27215	27215
Method Reference: SW7.3.4.2/9031						Analysis l	By: TKM	
Reactivity-Total Releasable Sulfide	1.2	mg/Kg a r	0.05	Grab	N/A	11/05/98	2 72 27	27227

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CTI Lab#: CTI-Formal Report 98148465 103786 Commonwealth Technology, Inc.

Laboratory Division

Accredited Lab Data for Today's Environment

2520 Regency Road Lexington, Ky 40503-2921

Phone: 606-276-3506

800-489-3506

Fax: 606-278-5665 email: fyi@ctienv.com

Account Code: TB

COC ID No.:

COC133947

Attn:

Mr. Om P. Chopra

To:

Thomas & Betts Corporation

8155 T&B Boulevard

Memphis, TN 38125

CTI Lab No .:

98148466

Report Date:

11/17/98

PO#:

N/A

T&B

Sample ID:

Analytical Tests

Sample No. 3

Sample Matrix: Solids .

Date of Collection: **Collection Time:**

10/30/98 Unknown

Client

Limit

Client Collected By: Date Received: 11/3/98 NOV 2 3 1998

Corp. Legal

Prep

Batch #

Analytical

Batch #

OFF-SPEC BATTERIES

Report Submitted By:

Type

Reporting Result Sample

Limit

Flag

Analysis

Date

CTI Lab#:

CTI-Formal Report

98148466

103767

Report of Analytical Results

Unit

Result

Method Reference: SW8081 Sample Prep	. Date:	11/6/98	By: ALY		Prep Method	: SW3510	Analysis	By: JEW	
TCLP-PESTICIDE: Endrin	BDL	mg/L	0.005		Grab	0 .02	11/10/98	4587	27377
TCLP-PESTICIDE: Lindane	BDL	mg/L	0.01		Grab	0 .4	11/10/98	4587	27377
TCLP-PESTICIDE: Methoxychlor	BDL	mg/L	0.01		Grab	10	11/10/98	4587	27377
TCLP-PESTICIDE: Toxaphene	BDL	mg/L	0.02		Grab	0 .5	11/10/98	4587	27377
TCLP-PESTICIDE: Chlordane	BDL	mg/L	0.02		Grab	0 .03	11/10/98	4587	27377
TCLP-PESTICIDE: Heptachlor	BDL	mg/L	0.005		Grab	800.0	11/10/98	4587	27377
TCLP-PESTICIDE: Heptachlor Epoxide	BDL	mg/L	0.005		Grab	800.0	11/10/98	4587	27377
TCLP-PEST SURR: Tetrachioro-meta-xylene	41	% Recove	er 1		Grab	N/A	11/10/98	4587	27377
TCLP-PEST SURR: Decachiorobiphenyl	102	% Recove	er 1		Grab	N/A	11/10/98	4587	27377
fethod Reference: SW5030A/8260A							Analysis	By: CDS	
TCLP-VOL: Benzene	BD L	mg/L	0.200		Grab	0 .5	11/13/98	27507	27507
TCLP-VOL: Carbon Tetrachioride	BDL	mg/L	0.200	М	Grab	0 .5	11/13/98	27507	27507
TCLP-VOL: Chlorobenzene	BDL	mg/L	0.200		Grab	100	11/13/98	27507	27507
TCLP-VOL: Chloroform	BDL	mg/L	0.200		Grab	6	11/13/98	27507	27507
TCLP-VOL: 1,4-Dichlorobenzene	BDL	mg/L	0.200		Grab	7.5	11/13/98	27507	27507
TCLP-VOL: 1,2-Dichloroethane	BDL	mg/L	0.200		Grab	0 .5	11/13/98	27507	27507
TCLP-VOL: 1,1-Dichloroethene	BDL	mg/L	0.200		Grab	0 .7	11/13/98	27507	27507
TCLP-VOL: Methyl Ethyl Ketone	BDL	mg/L	0.40	М	Grab	200	11/13/98	27507	27507
TCLP-VOL: Tetrachloroethene	BDL	mg/L	0.200		Grab	0 .7	11/13/98	27507	27507
TCLP-VOL: Trichloroethene	BDL	mg/L	0.200		Grab	0 .5	11/13/98	27507	27507
TCLP-VOL: Vinyl Chioride	BDL	mg/L	0.200		Grab	0 .2	11/13/98	27507	27507
TCLP-VOL SURR: 1,2-Dichloroethane-d4	114	% Recove	er 1		N/A	N/A	11/13/98	27507	27507
TCLP-VOL SURR: Toluene-d8	98	% Recove	er 1		N/A	N/A	11/13/98	27507	27507
TCLP-VOL SURR: 4-Bromofluorobenzene	102	% Recove	er 1		N/A	N/A	11/13/98	27507	27507

Lexington, Kentucky

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Baraboo, Wisconsin

Commonwealth Technology, Inc.

Laboratory Division

Accredited Lab Data for Today's Environment

Account Code: TB

2520 Regency Road

Lexington, Ky 40503-2921 Phone: 606-276-3506

800-489-3506

Fax: 606-278-5665 email: fyi@ctienv.com

Method Reference: SW8270 Sample Prep.	Date: 11/12	2/ 98 8	ly: ALY/BR			Analysis I	By: RLK	
TCLP-SEMIVOL: o-Cresol	BOL	mg/L	0.05	Grab	200	11/12/98	4623	27499
TCLP-SEMIVOL: m and p-Cresol	BDL	mg/L	0.10	Grab	200	11/12/98	4623	27499
TCLP-SEMIVOL: 2,4-Dinitrotoluene	BDL	mg/L	0.05	Grab	0 .13	11/12/98	4623	27499
TCLP-SEMIVOL: Hexachlorobenzene	BDL	mg/L	0.05	Grab	0 .13	11/12/98	4623	27499
TCLP-SEMIVOL: Hexachlorobutadiene	BDL	mg/L	0.05	Grab	0 .5	11/12/98	4623	27499
TCLP-SEMIVOL: Hexachloroethane	BDL	mg/L	0.05	Grab	3	11/12/98	4623	27499
TCLP-SEMIVOL: Nitrobenzene	BDL	mg/L	0.05	Grab	2	11/12/98	4623	27499
TCLP-SEMIVOL: Pentachiorophenol	BDL	mg/L	0.05	Grado	100	11/12/98	4623	27499
TCLP-SEMIVOL: Pyridine	BDL	mg/L	0.2	Grab	5	11/12/98	4623	27499
TCLP-SEMIVOL: 2,4,5-Trichlorophenol	BDL	mg/L	0.05	Grab	400	11/12/98	4623	27499
TCLP-SEMIVOL: 2,4,6-Trichlorophenol	BDL	mg/L	0.05	Grab	2	11/12/98	4623	27499
TCLP-SEMIVOL SURR: Nitrobenzene-d5	38	% Recover	1	N/A	N/A	11/12/98	4623	27499
TCLP-SEMIVOL SURR: 2-Fluorobiphenyl	19	% Recover	1	N/A	N/A	11/12/98	4623	27499
	23	% Recover	1	N/A	N/A	11/12/98	4623	27499
	52	% Recover	1	N/A	N/A	11/12/98	4623	27499
, , , , , , , , , , , , , , , , , , ,	38	% Recover	1	N/A	N/A	11/12/98	4623	27499
TCLP-SEMIVOL SURR: 2,4,6-Tribromopheno 7		% Recover	1	N/A	N/A	11/12/98	4623	27499
Method Reference: SW7.3.3.2 Sample Prep. I		98 B	y: TKM			Analysis E		
	BDL	mg/Kg a r	0.50	Grab	N/A	11/06/98	4579	27196
Method Reference: SW7.2.2/9045C						Analysis E	•	
	i.3	pH Units	0.1	Grab	N/A	11/05/98	27153	27153
Method Reference: SW7470A Sample Prep. I	Date: 11/11	/98 B	y: DJM			Analysis E	By: DJM	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	BDL	mg/L	0.001	Grab	0 .2	11/11/98	4622	27375
Method Reference: SW6010B/3010A Sample Prep. I	Date: 11/9/9	96 B	y: MAM			Analysis E	By: MAM	/RJA
TCLP-METAL: Silver (ICP)	BDL	mg/L	0.01	Grab	5	11/10/98	4595	27319
TCLP-METAL: Arsenic (ICP) 0	.09	mg/L	0.05	Grab	5	11/10/98	4595	27319
TCLP-METAL: Barium (ICP) 0	.08	mg/L	0.01	Grab	100	11/10/98	4595	27319
	.014	mg/L	0.005	Grab	1	11/10/98	4595	27319
• •	.02	mg/L	0.01	Grab	5	11/10/98	4595	27319
, ,	BDL	mg/L	0.05	Grab	5	11/10/98	4595	27319
- · · · · · ·	BDL	mg/L	0.05	Grab	1	11/10/98	4595	27319
Method Reference: SW7.1.2						Analysis E	•	
- ,	IEG	N/A	N/A	Grab	N/A	11/05/98	27163	27163
Method Reference: SW1311						Analysis E	•	
	VA	N/A	N/A	Grab	N/A	11/05/98	27215	27215
Method Reference: SW1311						Analysis E	By: PFB	
	VA	N/A	N/A	Grab	N/A	11/10/98	27355	27355
Method Reference: SW7.3.4.2/9031						Analysis E	y: TKM	
Reactivity-Total Releasable Sulfide 1	.3	mg/Kg a r	0.05	Grab	N/A	11/05/98	27227	27227

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these qualifiers can be found at the end of this report.

CTI-Formal Report

CTI Lab#:

98148466

103787

Commonwealth Technology, Inc.

Laboratory Division
Accredited Lab Data for Today's Environment

Account Code: TB

COC ID No.: COC133947

2520 Regency Road Lexington, Ky 40503-2921

> Phone: 606-276-3506 800-489-3506

Fax: 606-278-5665 email: fyi@ctienv.com

Data Qualifiers

Revision 3.0-042898

Flag	Description
Α	Sample analyzed with a dilution. Surrogates were diluted outside the calibration range.
В	Analyte detected in associated Method Blank.
J	Reported concentration below the Quantitation Limit.
С	Sample result confirmed by alternate analysis.
C1	Result corrected using post-digestion spike data.
D	Results reported from higher dilution.
Ε	Analyte concentration exceeded calibration range.
Н	Sample was received past the established holding time.
1	Sample was analyzed past the established holding time.
K	Sample contained lighter hydrocarbon fractions.
L	Sample contained heavier hydrocarbon fractions.
М	Matrix Spike and/or Matrix Spike Duplicate outside acceptance limits.
0	Hydrocarbons atypical of gasoline.
Ρ	Hydrocarbons atypical of diesel #2 fuel.
Q	Laboratory Control Sample outside acceptance limits.
S	Surrogate outside acceptance limits.
T	Sample received exceeding proper preservation criteria.
V	Raised Quantitation Limit due to matrix/background interference.
X	Raised Quantitation Limit due to limited sample volume.
Υ	Replicate outside acceptance limits.
Z	Calibration criteria exceeded.
#	Unable to analyze due to sample matrix interference.
+	Insufficient sample for analysis.

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DOWNERS GROVE, ILLINOIS

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PHASE I ENVIRONMENTAL SITE ASSESSMENT TDI BATTERIES, INC. **DOWNERS GROVE, ILLINOIS**

April 1997

Prepared by GERAGHTY & MILLER, INC.

James P. Auer Project Engineer

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Regional Manager/Chicago

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CONTENTS

	Page
INTRODUCTION	1
NTRODUCTION	3
PHYSICAL SETTING	3
2800 Hitchcock Building	3
2852 Hitchcock Building	5
UTILITIES	6
SITE HISTORY	9
OWNER SHIP/TENANT HISTORY	10
FACILITY USE	12
OPERATIONS	12
Manufacturing Operations	13
Secondary Operations	13
MATERIAL STORAGE AREAS	15
Liquid Wastes	17
Solid Wastes	17
Air Emissions	19
REGULATORY AGENCY DATABASE REVIEW	19
USEPA NATIONAL PRIORITIES LIST (NPL)	19
USEPA CERCLIS DATABASE	
USEPA RESOURCE CONSERVATION AND RECOVERY ACT (RCRA)	20



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CONTENTS (continued)

	Page
USEPA ERNS	22
STATE HAZARDOUS WASTE SITES (SHWS)	22
SOLID WASTE FACILITIES/LANDFILL SITES (SWF/LS)	22
REGISTERED UST/LUST DATABASES	
CONCLUSIONS AND RECOMMENDATIONS	24
LIMITATIONS	24
REFERENCES	25

FIGURES

- 1. Site Location Map, TDI Batteries, Inc., Downers Grove, Illinois.
- 2. 2800 Hitchcock Site Layout, TDI Batteries, Inc., Downers Grove, Illinois.
- 3. 2852 Hitchcock Site Layout, TDI Batteries, Inc., Downers Grove, Illinois.
- 4. Surrounding Land Use, TDI Batteries, Inc., Downers Grove, Illinois.

APPENDICES

- A. Site Reconnaissance Photographs.
- B. Regulatory Agency Database Review Report.

PRIVILEGED AND CONFIDENTIAL PHASE I ENVIRONMENTAL SITE ASSESSMENT TDI BATTERIES, INC. DOWNERS GROVE, ILLINOIS

INTRODUCTION

Geraghty & Miller, Inc. (Geraghty & Miller) was retained by Heroux, Clingen, Callow, Wolfe and McLean for the purposes of conducting a Phase I Environmental Site Assessment at the TDI Batteries, Inc. (TDI Batteries) manufacturing facility located at 2852 Hitchcock Avenue and warehouse/research facility located at 2800 Hitchcock Avenue in Downers Grove, Illinois. The Phase I Environmental Site Assessment of the TDI Batteries sites was performed by Geraghty & Miller in accordance with the American Society of Testing Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (ASTM E1527-94). The purpose of the Phase I Environmental Site Assessment is to provide an objective, independent, professional opinion of the potential environmental risks, if any, associated with the TDI Batteries facilities and surrounding grounds.

The 2800 and 2852 Hitchcock sites are owned by the 2800 Hitchcock Partnership and 2850 Hitchcock Partnership, respectively. TDI Batteries leases the subject properties for its battery pack assembly operations. The 2852 Hitchcock building is mainly used for assembly and warehousing while the 2800 Hitchcock building is used as a warehouse and for research and development. The corporate management and administrative offices are located at the 2852 Hitchcock building.

In general, a Phase I Environmental Site Assessment consists of a historical and regulatory records review and a site reconnaissance. The records review includes a review of readily available site historical records, previous environmental reports, disposal manifests, facility permits, aerial photographs, fire insurance maps, and regional topographic and geologic maps. The information is reviewed to identify areas of potential impact from current or former site operations, raw material storage and waste management practices, and/or past spill or leak

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incidents. In addition, federal and state regulatory agency databases are reviewed to identify any adjacent properties of potential environmental concern.

The site reconnaissance consists of a detailed walk-through of the property to assess the construction, layout, and usage of the property and any improvements thereof. In addition, a surrounding grounds inspection is conducted to identify obvious signs of potential environmental concerns such as distressed vegetation, stained soil or surface materials, unauthorized dumping, or other visual indications of a release of a hazardous substance. No samples of soil, groundwater, or surface water were collected as part of the Phase I Environmental Site Assessment of the TDI Batteries sites.

A limited asbestos inspection was also performed to determine the likely presence of asbestos containing material (ACM) at the TDI Batteries sites. Only readily accessible building materials were evaluated. Any building materials not amenable to visual inspection, such as materials behind walls or paneling or beneath floor coverings, were not evaluated. The limited inspection of ACM focused on the identification of floor tile, ceiling tile, and thermal system insulation (pipe wrap), which have been known to contain asbestos. No samples of suspected ACM were collected as part of the Phase I Environmental Site Assessment of the TDI Batteries sites.

Mr. James Auer of Geraghty & Miller's Chicago, Illinois office conducted the site reconnaissance of the TDI Batteries sites on December 20, 1996. Prior to conducting the visual inspection of the TDI Batteries site, Geraghty & Miller interviewed Mr. Thomas Kulawiak, Chief Financial Officer, of TDI Batteries, Mr. Ron Klint, General Manager, of TDI Batteries, and Mr. Kenneth Clingen of Heroux, Clingen, Callow, Wolfe and McLean, outside counsel for TDI Batteries. Following the interview, Geraghty & Miller was led on a visual inspection of the TDI Batteries facilities and surrounding grounds by Mr. Klint.

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During the visual inspection of the TDI Batteries sites, Geraghty & Miller took a series of photographs which are presented in Appendix A. Notations will be made throughout the text of this report as to which photograph in Appendix A depicts the structure or specific land feature being discussed.

SITE DESCRIPTION

This section of the report consists of a review of the physical setting, local utility connections, surrounding land use, and regional geological setting. The information presented in this section was obtained by Geraghty & Miller during the visual site inspection and on-site interview, and from published information.

PHYSICAL SETTING

The TDI Batteries sites are located at 2800 and 2852 Hitchcock Avenue in the Village of Downers Grove, DuPage County, Illinois (Figure 1). The 2800 and 2852 Hitchcock Avenue properties are two separate properties located along the north side of Hitchcock Avenue. The 2800 Hitchcock site is located at the northwestern corner of the intersection of Hitchcock and Walnut Avenues. The 2852 Hitchcock site is located approximately 500 feet west of the 2800 Hitchcock site along Hitchcock Avenue. Based on a review of the United States Geological Survey (USGS) Wheaton, Illinois Quadrangle, 7.5 Minute Series topographic map, the general topography of the TDI Batteries sites are sloping northward at a surface elevation of approximately 695 feet above mean sea level (ft msl).

2800 Hitchcock Building

The 2800 Hitchcock facility consists of a single-story building containing 12,000 square feet of space utilized for warehousing and research and development (Photos #1 and #2). The 2800 Hitchcock facility consists of a masonry and brick building with a flat metal roof constructed in 1988 upon a concrete floor slab. The building is utilized for warehousing of raw materials and

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company equipment and research and development activities. Except for the research and development area located along the central portion of the south wall of the building, the majority of the 2800 Hitchcock building consists of unfinished warehouse space (Photo #3). The research and development area consists of finished office space with drywall, 12-inch vinyl floor tile, and acoustic ceiling panels (Photo #4). TDI Batteries also maintains a research and development area within the warehouse portion of the building along with a small maintenance area (Photos #5 and #6). The configuration of the 2800 Hitchcock building is shown on the general site layout map provided on Figure 2.

The only suspected ACM observed by Geraghty & Miller at the 2800 Hitchcock building at the time of the site inspection consisted of 12-inch vinyl floor tile and acoustic ceiling panels located in the research and development area. However, based on the age of the building, it is unlikely that the floor and ceiling tiles observed at the 2800 Hitchcock building contain asbestos. No suspected ACM insulation was observed at the 2800 Hitchcock facility during the site inspection. The floor and ceiling tiles observed at the 2800 Hitchcock building were in relatively good condition with no observed damage.

Geraghty & Miller did not observe evidence of any aboveground or underground storage tanks (ASTs or USTs) at the 2800 Hitchcock property during the site inspection. TDI Batteries reported to Geraghty & Miller that no USTs had ever been installed at the subject property.

The 2800 Hitchcock building is surrounded by asphalt-paved roadways and parking to the north, east, and west, and decorative landscaping and cement sidewalks to the south. The asphalt pavement to the north, east, and west is utilized for traffic to access the shipping and receiving doors on the east and west sides of the building. The decorative landscaping on the south side of the building consisted of sod and shrubbery and cement sidewalks immediately along Hitchcock Avenue (see Photo #1). No signs of surface staining or other indications of a hazardous substance

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release were noted by Geraghty & Miller on any of the asphalt-paved areas or landscaped areas at the time of the site inspection.

2852 Hitchcock Building

The 2852 Hitchcock facility consists of a single-story building containing 25,000 square feet of space utilized for battery pack assembly operations, warehousing, and corporate administration and management (Photo #7). The 2852 Hitchcock facility consists of a masonry and brick building with a flat metal roof constructed in 1988 upon a concrete floor slab. Except for the office areas of the building located south wall of the building, the majority of the 2852 Hitchcock building consists of unfinished warehouse space (Photos #8 and #9). The office areas are finished with drywall, 12-inch vinyl floor tile, carpeting, and acoustic ceiling panels. The configuration of the 2852 Hitchcock building is shown on the general site layout map provided on Figure 3.

The only suspected ACM observed by Geraghty & Miller at the 2852 Hitchcock building at the time of the site inspection consisted of 12-inch vinyl floor tile and acoustic ceiling panels located in the office areas of the building. However, based on the age of the building, it is unlikely that the floor and ceiling tiles observed at the 2852 Hitchcock building contain asbestos. No suspected ACM insulation was observed at the 2852 Hitchcock facility during the site inspection. The floor and ceiling tiles observed at the 2852 Hitchcock building were in relatively good condition with no observed damage.

Geraghty & Miller did not observe evidence of any aboveground or underground storage tanks (ASTs or USTs) at the 2852 Hitchcock property during the site inspection. TDI Batteries reported to Geraghty & Miller that no USTs had ever been installed at the subject property.

The 2852 Hitchcock building is surrounded by asphalt-paved roadways on all four sides of the building. Asphalt-paved parking for employees and visitors is located on the north and south

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sides of the building. Decorative landscaping consisting of sod and shrubbery along with cement sidewalks are located on the south side of the building. A sodded area located north of (behind) the 2852 Hitchcock building is used as a retention area to collect stormwater runoff (Photo #10). No signs of surface staining or other indications of a hazardous substance release were noted by Geraghty & Miller on any of the asphalt-paved areas or landscaped areas at the time of the site inspection.

UTILITIES

The TDI Batteries facilities are connected to the local public utilities for natural gas, electricity, potable water, and sewer services. Natural gas is supplied to the TDI Batteries facilities by Northern Illinois Gas via underground connections. Natural gas is used to supply heating to the TDI Batteries facilities. Electrical service is provided to the TDI Batteries facilities by Commonwealth Edison (ComEd) via overhead power lines at the 2800 Hitchcock site and underground connection at the 2852 Hitchcock site. The TDI Batteries facilities do not maintain any type of back-up generators.

Geraghty & Miller observed two pole-mounted transformers located atop a utility pole located at the southeastern corner of the 2800 Hitchcock site and two pad-mounted transformers at the northwestern corner of the 2852 Hitchcock building during the site inspection (Photos #11 and #12). The pole-mounted and pad-mounted transformers located outside of the TDI Batteries facilities are owned by ComEd. No visible markings were observed on the outside of the transformers indicating whether or not they contained polychlorinated biphenyls (PCBs). ComEd has reported that all of its oil-containing transformers have been retrofitted and contain no PCBs. Since ComEd owns the transformers any potential liabilities associated with them would be the responsibility of ComEd. Due to the fact that no staining was observed in the vicinity of the pole

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and pad-mounted transformers indicative of a release, the transformers do not represent a recognized environmental condition¹.

Geraghty & Miller also observed a limited number of dry-type transformers inside the TDI Batteries facilities at the time of the site inspection (Photo #13). Since dry-type transformers do not contain any dielectric fluids, PCBs are not an issue.

Potable water is provided to TDI Batteries facility by the Village of Downers Grove. The Village of Downers Grove is connected to the Metropolitan Water Reclamation District of Greater Chicago and receives its potable water supply source from Lake Michigan. No water supply or monitoring wells were found on either of the subject properties during the site inspection.

Sanitary wastewater is discharged to the Village of Downers Grove sanitary sewer network. Stormwater runoff from the 2800 Hitchcock site enters the Village of Downers Grove storm sewer system through catch basins observed in the paved areas to the west of the building and along Venture Street. Stormwater runoff from the 2852 Hitchcock site is directed to the retention area located on the north side of (behind) the building where it is eventually discharged to the Village of Downers Grove storm sewer system.

SURROUNDING LAND USE

The TDI Batteries sites are located in a light industrial area of the Village of Downers Grove located immediately along the North-South Tollway (I-355) corridor. The properties immediately surrounding the TDI Batteries sites consist of light industrial properties. A surrounding land use map is provided on Figure 4. A property of note in the area is the Downers

A recognized environmental condition is defined by ASTM 1527-94 as the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property.

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Grove Sanitary District Wastewater Treatment Center, the entrance of which is located immediately north of the 2800 Hitchcock site (Photo #14).

The TDI Batteries sites are immediately bounded to the north by an undeveloped portion of land on the Downers Grove Sanitary District Wastewater Treatment Center grounds. The wastewater treatment operations portion of the sanitary district property are located north and east of the 2800 Hitchcock site. Cablevision, Nueco, Inc., and an undeveloped tract of land extend from west to east along the south side of Hitchcock Avenue immediately to the south of the two TDI Batteries sites. Cablevision and Nueco are located immediately south of the 2852 Hitchcock site (Photo #15) while the undeveloped property is located immediately south of the 2800 Hitchcock site.

The 2800 Hitchcock site is immediately bounded to east by Walnut Avenue. The property located on the opposite side of Walnut Avenue was under construction at the time of the site inspection. According to TDI Batteries, the construction site is a planned office facility for the Downers Grove Sanitary District. The 2852 Hitchcock site is immediately bounded by an unnamed small light industrial building beyond which is the North-South Tollway (Photo #16). The properties located between the 2800 and 2852 Hitchcock sites (i.e., east of 2852 and west of 2800), from east to west consist of Diamond Web Printing, a facility shared by Bales, Inc. and Auto Body Unlimited, and a converted residence and equipment yard for Call the Underground, lawncare sprinkler system contractors, (Photos #17 and #18).

REGIONAL GEOLOGIC SETTING

According to regional geologic information, the shallow surficial soils at the TDI Batteries site consist primarily of glacial soils deposited during the Woodfordian-Valderan Substage of the Wisconsinan glaciation. The shallow glacial soils at the TDI Batteries sites are part of an area mapped as the Mackinaw Member of the Henry Formation and Keeneyville Drift soils of the Valparaiso Morainic System (Willman and Lineback 1970). The Mackinaw Member consists of

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generally well-sorted and evenly bedded sand and gravel deposits (Willman 1971). The Mackinaw Member soils consists mostly of glacial outwash deposits in terraces and remnants of valley trains, including deposits in glacial sluiceways. The Keeneyville Drift soils are mostly gray clayey and silty clayey till with local lenses of sandy and gravelly till (Willman and Lineback 1970).

The glacial till deposits are generally 50 to 100 feet thick throughout the Chicago area, but are up to 300 feet thick in some of the more prominent moraines. The bedrock in the area consists of Silurian-Age Niagaran Series Racine Dolomite. In the vicinity of the TDI Batteries sites, the estimated bedrock surface elevation is approximately 600 feet msl (Willman 1971). With an estimated land surface elevation of 695 ft msl for the TDI Batteries site as discussed in the *Physical Setting* section of this report, the estimated depth to bedrock at the TDI Batteries site is approximately 95 feet below land surface (ft bls).

The nearest major surface water to the TDI Batteries sites is a tributary to the DuPage River East Branch, located immediately to the north on the undeveloped portion of the Downers Grove Sanitary District property. The tributary flows in a west-northwesterly direction in the vicinity of the two TDI Batteries sites and eventually discharges into the DuPage River East Branch approximately 1.5 miles northwest of the 2852 Hitchcock site. Based on the location of the tributary proximate to the TDI Batteries sites and the natural surface topography, it is assumed that the regional shallow groundwater flow direction is generally towards the north. The regional shallow groundwater flow direction may also have a westerly based on the general surface flow of the tributary.

SITE HISTORY

This section of the report consists of a brief summary of the history of the TDI Batteries facilities, including a review of Sanborn fire insurance maps, historical aerial photographs, and previous environmental reports. Information presented in this section was obtained from the on-site interview, historical site records, and public information sources.

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OWNERSHIP/TENANT HISTORY

The only known previous occupant of the 2800 Hitchcock building was a Chicago Tribune newspaper distributor. According to TDI Batteries, the 2800 Hitchcock building was used solely as a distribution point and warehouse, and no newspaper or any other types of printing operations were conducted at the subject property. TDI Batteries reportedly moved into the 2800 Hitchcock building in 1994 and has utilized the building as observed during the site inspection since its initial occupancy.

TDI Batteries was an original tenant of the western third of the 2852 Hitchcock site since its initial construction in 1988. The other tenants of the 2852 Hitchcock building consisted of an overhauler of baling equipment and an office forms distributor. Except for the fact that the office product forms distributor did not conduct any printing operations at the 2852 Hitchcock building, TDI Batteries was unable to provide Geraghty & Miller any specific information related to either previous tenant of the 2852 Hitchcock building. According to TDI Batteries representatives, TDI Batteries expanded into the tenant space occupied by the former baling equipment overhauler in 1992 or 1993 and the office product forms distributor in 1995.

SANBORN MAP REVIEW

In order to obtain historical information related to the TDI Batteries sites, Geraghty & Miller attempted to obtain a series of Sanborn fire insurance maps from Environmental Data Resources/ Sanborn, Inc. (EDR) of Bridgeport, Connecticut. Sanborn maps provide information on commercial and industrial property use to the fire insurance industry and indicate the building construction and design, types of manufacturing processes housed in the facility, and presence of any flammable material storage and process operations. No Sanborn map coverage was available for the TDI Batteries sites.

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AERIAL PHOTOGRAPH REVIEW

Four historical aerial photographs were obtained to depict the visual history of the TDI Batteries sites. The aerial photographs were obtained by Geraghty & Miller from Geonex of Des Plaines, Illinois and the Northeastern Illinois Planning Commission of Chicago, Illinois for the years: 1960, 1975, 1986, and 1995. The following paragraphs briefly summarize the special features of the TDI Batteries sites and adjacent properties that were identified.

No buildings or other structures were evident at either of the TDI Batteries sites on the November 21, 1960 and April 26, 1975 photographs. The TDI Batteries sites consisted of undeveloped parcels of land that may have been used for farming. The only structures evident along Hitchcock Avenue were single-family residences and farm-related structures. The general land use in the vicinity of the present-day TDI Batteries sites was agricultural. No commercial or light industrial properties were evident in close proximity to the TDI Batteries sites.

The next aerial photograph that was reviewed was taken on March 24, 1986. Neither of the TDI Batteries sites is evident in the 1986 photograph, but commercial and light industrial development of adjacent properties began sometime between 1975 and 1986. The present-day Cablevision and Nueco, Inc. facilities located south of the 2852 Hitchcock building are evident in the 1986 photograph. Additionally, the area of land was located north of the 2852 Hitchcock building on the Downers Grove Sanitary District property appeared to be more lightly colored than the surrounding land areas. Natural runoff has apparently accumulated in this lightly-colored land area. No commercial or light industrial development was evident on the properties adjacent to the 2800 Hitchcock building.

The final aerial photograph that was reviewed was taken on April 14, 1995. Both of the TDI Batteries facilities are evident in the 1995 photograph. Additional properties of note that were evident in the 1995 photograph were the commercial and light industrial facilities located between

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the two TDI Batteries sites along Hitchcock Avenue, the water retention area located north of the 2852 Hitchcock building on the Downers Grove Sanitary District property, and the North-South Tollway located west of the 2852 Hitchcock building. None of these properties were evident in the earlier photographs that were reviewed. The configuration of the TDI Batteries sites and the adjacent properties evident in the 1995 photograph were the essentially the same as that observed by Geraghty & Miller during the site inspection. The only exception was the construction activities observed on the properties located to the east and south of the 2800 Hitchcock building at the time of the site inspection. No recognized environmental conditions were identified during the aerial photograph review.

PREVIOUS ENVIRONMENTAL REPORTS

No previous environmental report were provided to Geraghty & Miller for review.

According to TDI Batteries, no previous environmental site assessments or investigations have been conducted at the TDI Batteries sites.

FACILITY USE

This section presents a brief summary of the current uses of the TDI Batteries facility, including facility operations, raw material storage areas, and waste management practices.

OPERATIONS

TDI Batteries is manufacturer of cellular telephone battery packs. According to TDI Batteries, the operations have essentially remained the same at the TDI Batteries sites except for the fact that manufacturing operations have continued to expand at the 2852 Hitchcock site as the company operations have expanded from 10,000 square feet of occupied space in 1988 to the entire 25,000-square foot building in 1995. The 2852 Hitchcock facility houses the entire manufacturing operation, along with minimal warehousing of raw materials and a small maintenance shop and shipping and receiving department. The 2852 Hitchcock facility also

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houses the TDI Batteries corporate administrative and management offices. The 2800 Hitchcock facility houses a warehouse for raw materials and an area for research and development bench studies and a small maintenance area.

Manufacturing Operations

The manufacturing processes utilized by TDI Batteries to produce cellular telephone battery packs at the 2852 Hitchcock facility consist primarily of wiring, spot welding, and assembly. The cellular telephone battery packs consist of battery cells, conductive strips and wiring, and plastic component parts. The assembly operations consist of manually placing the battery cells together using plastic component part and connecting them by a nickel strip that is spot-welded or soldered into place. After the battery cells are connected together by various conductive strips and wiring, they are placed into the plastic component parts which house the actual battery cells (Photo #19). The plastic component parts consist of the outer housing that are typically observed when a cellular telephone battery pack is purchased from a retail outlet.

Secondary Operations

The secondary operations conducted at the 2852 Hitchcock facility include a small maintenance shop and a shipping and receiving department. The TDI Batteries maintenance shop contained typical maintenance shop machinery such as drill presses, table saws, vises, and hand tools along with general cleaning and maintenance products (Photo #20). Geraghty & Miller observed two fireproof cabinets in the maintenance shop area at the time of the site inspection (Photo #21). One of the two fireproof cabinets contained various cleaning and maintenance supplies, consisting of hydraulic oil, gasoline, grease, silicone spray, and laboratory-grade chemicals, in containers with capacities ranging between one pint to five gallons. The other fireproof cabinet contained a 55-gallon drum of isopropyl alcohol, which is used as a cleaner in the battery pack assembly operations. No staining or free liquids indicative of a hazardous substance or petroleum release were observed in the maintenance shop area at the time of the site inspection.

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The shipping and receiving docks at the 2852 Hitchcock building are located along the northern building wall. The shipping and receiving area is used for the temporary storage of finished battery pack products. According to TDI Batteries, there is minimal finished goods storage at the 2852 Hitchcock facility since the facility maintains multiple daily shipments of cellular telephone battery packs. The warehouse storage at the 2852 Hitchcock building is located in the eastern portion of the building for the storage of raw materials and corrugated packaging materials (see Photo #9).

The 2800 Hitchcock building houses a research and development laboratory used to develop improved cellular telephone battery packs. Most of the laboratory operations consist of bench studies using various types of machinery and laboratory-grade chemicals. The laboratory operations are located in the finished office area of the 2800 Hitchcock building along the central portion of the south wall of the building and immediately east of the finished office area within the open warehouse space. Most of the laboratory chemicals utilized as part of the research and development operations are stored in the research area within the warehouse on the laboratory benches and within a fireproof cabinet (see Photo #5). No staining or free liquids indicative of a hazardous substance or petroleum release were observed in the research and development areas of the 2800 Hitchcock building at the time of the site inspection.

The small maintenance area at the 2800 Hitchcock facility is located in the southwestern corner of the building. According to TDI Batteries, a minimal amount of maintenance operations are conducted at the 2800 Hitchcock building. Geraghty & Miller observed an air compressor, work benches, and minimal cleaning and maintenance materials (see Photo #6). No drill presses, grinders, or punch presses were observed in the maintenance area during the site inspection. No staining or free liquids indicative of a hazardous substance or petroleum release were observed in the maintenance shop area at the time of the site inspection.

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The remainder of the 2800 Hitchcock building is used for warehousing. At the time of the site inspection, Geraghty & Miller observed raw materials, company-owned equipment, wooden pallets, and a limited amount of finished goods, most of which are outdated. The 2846 Hitchcock building is also used to store used battery cells prior to shipment to an off-site recycling facility. General refuse and scrap cardboard dumpsters were also located inside the 2846 Hitchcock building.

MATERIAL STORAGE AREAS

The primary raw materials utilized by TDI Batteries in its cellular telephone battery pack production process consists mainly of battery cells, conductive strips, connectors, and wiring, and plastic component parts. These materials are shipped to the TDI Batteries site by trucks in corrugated boxes and in the warehouse areas of both the 2800 Hitchcock and 2852 Hitchcock buildings (see Photos #3 and #9). No bulk chemical storage was observed at the TDI Batteries sites and no evidence of any ASTs or USTs was observed during the site inspection. According to TDI Batteries, no ASTs or USTs have ever been present at either the 2800 or 2852 Hitchcock facilities.

The battery cells are purchased from Panasonic, Sanyo, and Energizer. According to TDI Batteries, it purchases 60 million battery cells per year for 2852 Hitchcock building along with its manufacturing facilities located in Lisle, Illinois and Dundee, Scotland (Photos #22 and #23). Any scrap battery cells are placed into 55-gallon drums and hauled off-site to an approved facility for recycling. A more detailed discussion of the scrap battery cell disposal practice is provided in the Waste Management Practices section of this report.

TDI Batteries also uses various types of cleaning and maintenance products for cleaning battery pack components during assembly and the overall cleanliness and maintenance of the TDI Batteries facility. The primary chemical used at the TDI Batteries facilities is isopropyl alcohol. These material are wiped onto the component parts. No waste alcohol liquids are produced from

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this process due to the fact that any excess liquids wiped onto a component part evaporate into the atmosphere. The isopropyl alcohol used by TDI Batteries is stored in a 55-gallon drum kept in a fireproof cabinet located in the maintenance shop area of the 2852 Hitchcock building (see Photo #21). Isopropyl alcohol is also used in the research and development operations at the 2800 Hitchcock building and is stored in the fireproof cabinet in containers with capacities of five gallons or less (see Photo #5). No staining or free liquids indicative of a hazardous substance or petroleum release were observed in the isopropyl alcohol storage areas at the time of the site inspection.

TDI Batteries also uses minor quantities of various types of cleaning and maintenance products at the 2852 Hitchcock building to support its manufacturing operations. These materials are stored in a fireproof cabinet located in the maintenance shop area, adjacent to the cabinet containing the 55-gallon drum of isopropyl alcohol, and in the warehouse area (Photo #24). No staining or free liquids indicative of a hazardous substance or petroleum release were observed in the cleaning and maintenance product storage areas at the time of the site inspection.

In addition to isopropyl alcohol, the research and development laboratory operations also use various other laboratory-grade chemicals. The primary laboratory chemicals used at the 2800 Hitchcock consist of lithium, magnesium, carbon, acetone, and methanol. The laboratory chemical are stored in the laboratory area within the warehouse on a work table or within a fireproof cabinet in containers with capacities of five gallons or less (Photo #25). No staining or free liquids indicative of a hazardous substance or petroleum release were observed in the laboratory chemical storage area at the time of the site inspection.

Based on the observations made during the site inspection, Geraghty & Miller did not observe any staining, free liquids, or other indications of a release of hazardous substance or petroleum products in any of the material storage areas at the TDI Batteries sites. Therefore, none

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of the material storage areas at the TDI Batteries site represent a recognized environmental condition.

WASTE MANAGEMENT PRACTICES

This section describes the waste management practices followed at the TDI Batteries facilities. This section has been organized by the physical state of the waste. Each section describes the types of waste streams generated, and the method of storage and ultimate disposal.

Liquid Wastes

Liquid waste streams generated at the TDI Batteries sites consist of sanitary wastewater and stormwater runoff. No process wastewaters are generated by TDI Batteries from its cellular telephone battery pack assembly operations or any of its secondary facility operations at either the 2800 or 2852 Hitchcock sites.

Sanitary wastewater is generated from the restrooms facilities at the TDI Batteries sites and is discharged directly to the Village of Downers Grove municipal sanitary sewer system. Stormwater runoff is collected by roof drains and catch basins located in the paved parking lots and roadways surrounding the TDI Batteries buildings. The stormwater runoff at the 2800 Hitchcock site is directly discharged to the Village of Downers Grove storm sewer system. The stormwater runoff at the 2852 Hitchcock site accumulates in the stormwater retention pond located immediately north of the building prior to being discharged to the Village of Downers Grove storm sewer system.

Solid Wastes

Solid wastes generated at the TDI Batteries site consist of general refuse, scrap cardboard, and scrap battery cells. General refuse and scrap cardboard at the 2800 Hitchcock site is collected in separate dumpsters located inside the building (Photo #26). General refuse at the 2852

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Hitchcock site is collected in a dumpster located in front of an overhead dock door along the north side of the building (Photo #27). Geraghty & Miller did not observe a separate dumpster for scrap cardboard at the 2852 Hitchcock site during the site inspection. The general refuse and scrap cardboard is hauled off-site by Browning-Ferris Industries (BFI). The general refuse is taken to a municipal landfill facility while the scrap cardboard is taken to a local recycler.

Scrap nickel-cadmium battery cells generated at the TDI Batteries facility. The scrap battery cells consist of those cells that no longer hold a charge that are returned by customers, cells that are damaged during production, and outdated product. According to TDI Batteries, the scrap battery cells are classified as a universal waste. The scrap battery cells are collected in steel 55-gallon drums at the 2852 Hitchcock facility. The drums containing the scrap battery cells are transported from the 2852 Hitchcock building to the 2800 Hitchcock building prior to shipment.

The drums are stored inside the warehouse portion of the 2800 Hitchcock building adjacent to the general refuse and scrap cardboard dumpsters (see Photo #26). When a sufficient amount of scrap battery cell drums are accumulated to constitute a truckload, TDI Batteries ships the scrap battery cells to the disposal facility. TDI Batteries belongs to the RBRC which is an organization that sets guidelines for the disposal of nickel-cadmium battery cells and insures the company against potential CERCLA liability for nickel-cadmium battery disposal. TDI Batteries assigns a tracking number to each drum of scrap battery cells in order to track where it is in the disposal process until a certificate of destruction is provided for that barrel by the disposal facility. The scrap battery cells are hauled off-site by a common carrier to the IMETCO disposal facility located in Ellwood City, Pennsylvania. The scrap cells undergo thermal decomposition and the nickel and cadmium from the scrap cells are reclaimed.

Geraghty & Miller did not observe any staining, free liquids, or other indications of a release of hazardous substance or petroleum products in any of the solid waste storage areas at the

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TDI Batteries sites. Therefore, none of the solid waste storage areas at the TDI Batteries sites represent a recognized environmental condition.

Air Emissions

Geraghty & Miller did not identify any air emission sources at the TDI Batteries sites at the time of the site inspection.

REGULATORY AGENCY DATABASE REVIEW

The review of federal and state regulatory agency databases identifies those sites that use, store, treat, generate, dispose of, or otherwise handle hazardous materials. Geraghty & Miller subcontracted the task of performing a review of available environmental regulatory agency databases to EDR. On January 10, 1997, EDR completed a database review of applicable and accessible federal and state databases for the TDI Batteries sites. A specific search radius used for each individual federal and state agency database was determined based upon the ASTM Standard for Phase I Environmental Site Assessments (ASTM E-1527-94). A copy of the EDR report is provided in Appendix B of this report.

USEPA NATIONAL PRIORITIES LIST (NPL)

The NPL is the USEPA list of uncontrolled hazardous substance facilities that need to be addressed under the Superfund program. The NPL includes sites that are shown to have hazardous material contamination and are scheduled for cleanup. A review of the NPL database identified no sites within one mile of the TDI Batteries sites.

USEPA CERCLIS DATABASE

The Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS) database is the comprehensive database and management system of the USEPA that inventories and tracks releases addressed, or needing to be addressed, by the

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Superfund program. The database includes "inactive releases" (those where a determination has been made, based on available information, that no further action is needed) and "active releases" (those that have not been looked at yet or where it has been determined that further action is necessary). A review of the CERCLIS database identified no sites within \(^{1}/_{2}\) mile of the TDI Batteries sites.

USEPA RESOURCE CONSERVATION AND RECOVERY ACT (RCRA)

The RCRA database is a compilation by the USEPA of reporting facilities that generate, store, transport, treat, or dispose of hazardous waste, including treatment, storage, and disposal (TSD) facilities, large quantity generators, and small quantity generator sites. In addition to performing a review of the RCRA database, Geraghty & Miller also ordered a review of the RCRA Administration Action Tracking System (RAATS) database and Corrective Action Report (CORRACTS) database to identify RCRA sites where enforcement action or violations have been noted and corrective action activities have been initiated. A review of the RCRA database identified three large quantity generator sites and six small quantity generator sites within \(^1/4\) mile of the TDI Batteries sites. No TSD sites were found within one mile of the TDI Batteries sites. Neither the 2800 or 2852 Hitchcock sites were identified as RCRA generator sites.

The three RCRA large quantity generator sites identified in the regulatory agency database report within ¹/₄ mile of the TDI Batteries sites are as follows:

Site Name	Address	Distance/Direction from Subject Property
Bales Mold Service, Inc.	2824 Hitchcock Avenue	Between the 2800 and 2852 Hitchcock Sites
University Printing Services	5200 Thatcher Road	¹ / ₈ mile south of the 2852 Hitchcock Site
Molex, Inc.	5225 Walnut Avenue	1/s mile south of the 2800 Hitchcock Site

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The six RCRA small quantity generator sites identified in the regulatory agency database report within ¹/₄ mile of the TDI Batteries sites are as follows:

Site Name	Address	Distance/Direction from Subject Property
McCahill Paintings	5229 Thatcher Road	1/2 to 1/4 mile south of the 2852 Hitchcock Site
McCahill Painting Company	5227 Thatcher Road	1/8 to 1/4 mile south of the 2852 Hitchcock Site
Walter Kaspar Service	2747 Curtiss Avenue	1/2 to 1/4 mile southeast of the 2800 Hitchcock Site
Arvid C. Walberg & Company, Inc.	2741 Curtiss Avenue	1/2 to 1/4 mile southeast of the 2800 Hitchcock Site
Contemporary Controls	2733 Curtiss Avenue	¹ / ₈ to ¹ / ₄ mile southeast of the 2800 Hitchcock Site
Hilti	2727 Curtiss Avenue	¹ / ₄ to ¹ / ₄ mile southeast of the 2800 Hitchcock Site

RCRA generator sites typically pose no potential environmental liabilities to adjacent properties due to the fact that the wastes are stored on site for a period of less than 90 days, not treated on-site, and disposed of at off-site facilities. None of the identified RCRA generator sites appeared on the RAATS or CORRACTS databases indicating that no enforcement actions or major violations have been brought against the identified sites. Except for a Compliance Evaluation Inspection (CEI) violation on June 12, 1991 at the University Printing Services site, no violations were noted with respect to any of the identified generator sites on the RCRA large and small quantity generator listings. Based on the fact that there is no a continuing history of CEI violations at the University Printing Services site and the site is not listed on either the RAATS or CORRACTS databases, it is unlikely that the University Printing Services site has impacted the TDI Batteries site. Therefore, none of the identified RCRA generator sites represent a recognized environmental condition.

USEPA EMERGENCY RESPONSE NOTIFICATION SYSTEM DATABASE (ERNS)

The ERNS database contains spills records and stores information on reported releases of oil and hazardous substances. No sites were identified on the ERNS database within \(^1/4\) mile of the TDI Batteries sites.

STATE HAZARDOUS WASTE SITES (SHWS)

The SHWS database is the State of Illinois equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds are identified along with sites where cleanup will be paid for by potentially responsible parties. A review of the SHWS database revealed one site within one mile of the TDI Batteries sites.

The SHWS site identified by the regulatory agency database review is the Lockformer Company at 711 Ogden Avenue, located approximately $^{3}/_{4}$ mile northeast of the 2852 Hitchcock site. The Lockformer Company site is currently in the Site Remediation Program. The Lockformer Company site is located on the opposite side of the DuPage River East Branch tributary. Based on the assumed northerly shallow groundwater flow direction, as discussed in the Regional Geologic Setting section of this report, and the relative distance from the TDI Batteries sites, it is unlikely that the Lockformer Company site would impact the TDI Batteries sites.

SOLID WASTE FACILITIES/LANDFILL SITES (SWF/LS)

The SWF/LS database records contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open drums that failed to meet RCRA Section 2004 criteria for solid waste landfills or disposal sites. A review of the SWF/LS database revealed no sites within $^{1}/_{2}$ mile of the TDI Batteries sites.

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REGISTERED UST/LUST DATABASES

USTs are regulated under RCRA and must be registered with the state department responsible for administering the UST program. The LUST database contains an inventory of all reported leaking underground storage tank incidents. The regulatory agency database search identified four registered UST sites and two LUST sites within $^{1}/_{2}$ mile of the TDI Batteries sites.

The registered UST and LUST sites identified within ½ mile of the TDI Batteries sites include the following:

Site Name	Address	Status	Distance/ Direction from Subject Property
Baker Motor Express, Inc.	5355 Walnut Street	Active (LUST site)	1/4 to 1/2 mile south of the 2800 Hitchcock Site
Montgomery Ward & Company, Inc.	5365 Walnut Street	Active	1/4 to 1/2 mile south of the 2800 Hitchcock Site
Molex, Inc.	5224 Katrine Avenue	Active (LUST site)	1/4 to 1/2 mile east- southeast of the 2800 Hitchcock Site
Scot, Inc.	2525 Curtiss Street	Closed	1/4 to 1/2 mile east- southeast of the 2800 Hitchcock Site

Based on the assumed northerly groundwater flow direction, the Molex, Inc. and Scot, Inc. sites are located cross-gradient from the TDI Batteries sites and are unlikely to have impacted the subject properties. Although the Baker Motor Express, Inc. and Montgomery Ward & Company, Inc. sites may by located upgradient of the TDI Batteries sites, it is unlikely that they would impact the subject properties based on the fact that the sites are located between $^{1}/_{4}$ and $^{1}/_{2}$ mile away.

CONCLUSIONS AND RECOMMENDATIONS

Geraghty & Miller has performed a Phase I Environmental Site Assessment of the TDI Batteries sites located at 2800 and 2852 Hitchcock Avenue in the Village of Downers Grove, DuPage County, Illinois in accordance with the scope of work and limitations of ASTM Standard Practice E-1527-94. Geraghty & Miller did not identify any recognized environmental conditions with respect to the TDI Batteries sites and no additional investigation is recommended.

LIMITATIONS

The evaluations and recommendations presented in this limited environmental assessment are based exclusively on information provided by representatives of TDI Batteries, available public records, and obvious observations made during the visual site inspections. No quantitative soil, groundwater, surface water, or air sampling was performed as part of the Phase I Environmental Site Assessment. In preparing this report, Geraghty & Miller, Inc. has accepted as true the information provided by TDI Batteries representatives. Geraghty & Miller warrants that the services performed were conducted in a competent and professional manner in accordance with sound consulting practices and procedures. Geraghty & Miller cannot warrant the actual site conditions described in this report beyond matters amenable to visual confirmation within the limits of this site inspection program.

There are no third party rights or benefits conferred under this Report. Use of this Report is strictly limited to TDI Batteries. TDI Batteries is the only party to whom Geraghty & Miller intends to confer any rights. Any reliance on the contents of this report by any third party is the sole responsibility of that party.

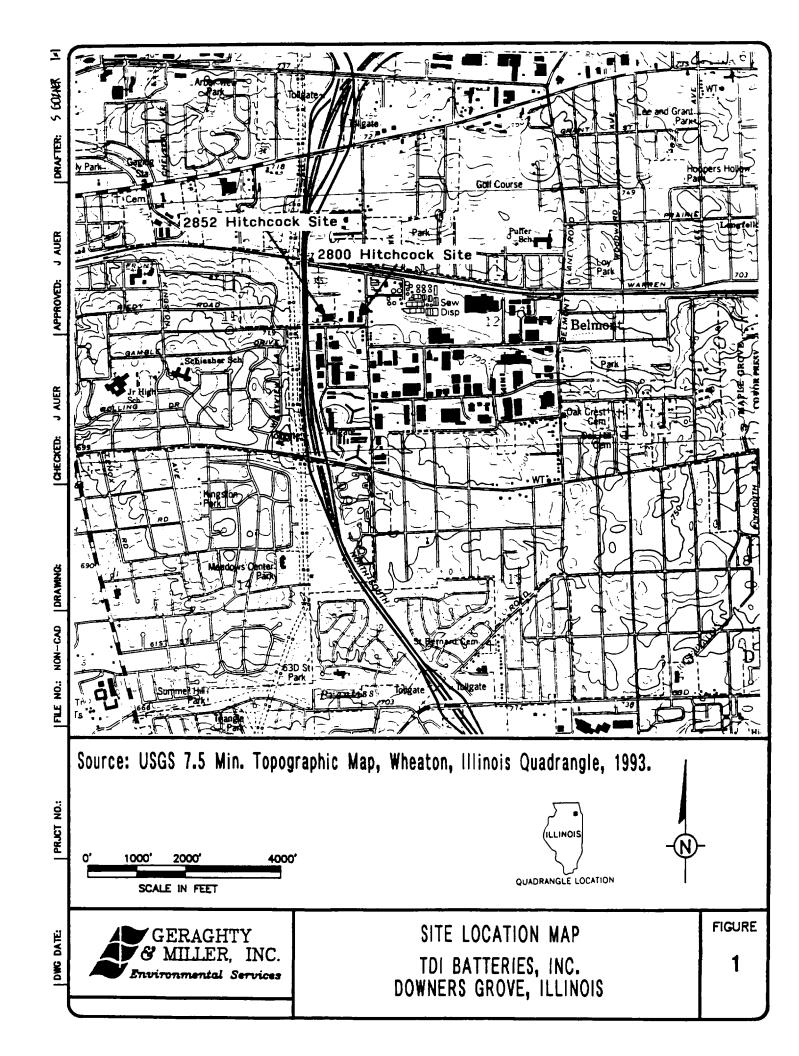


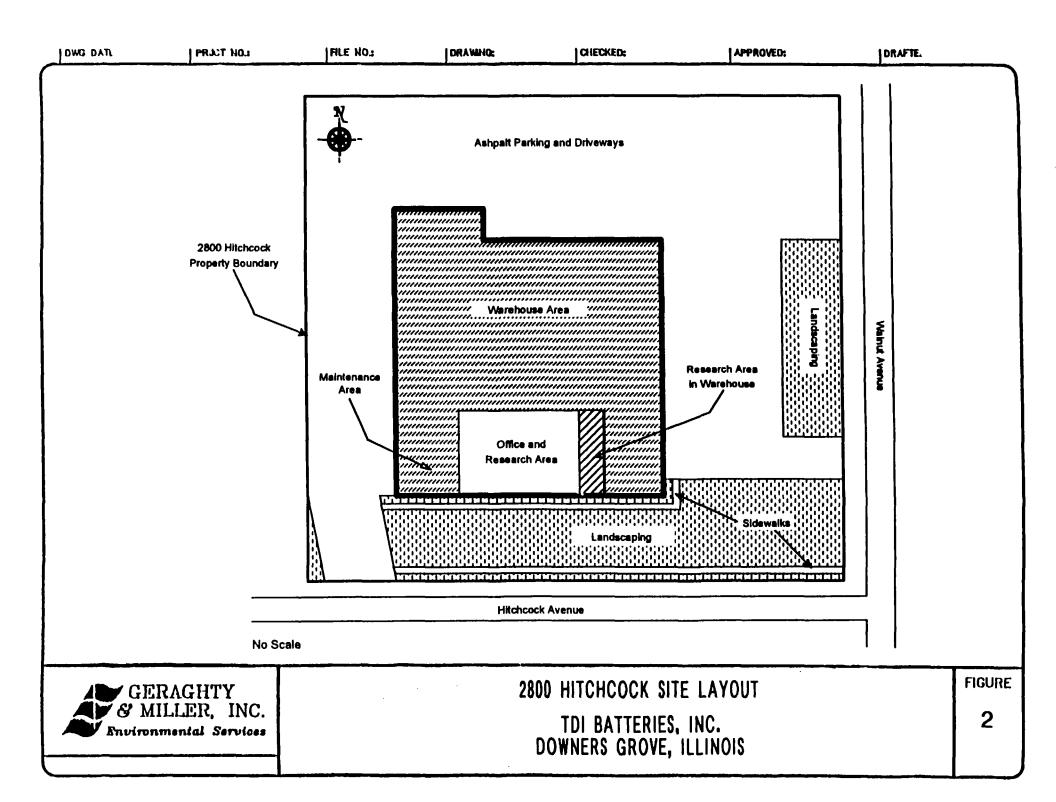
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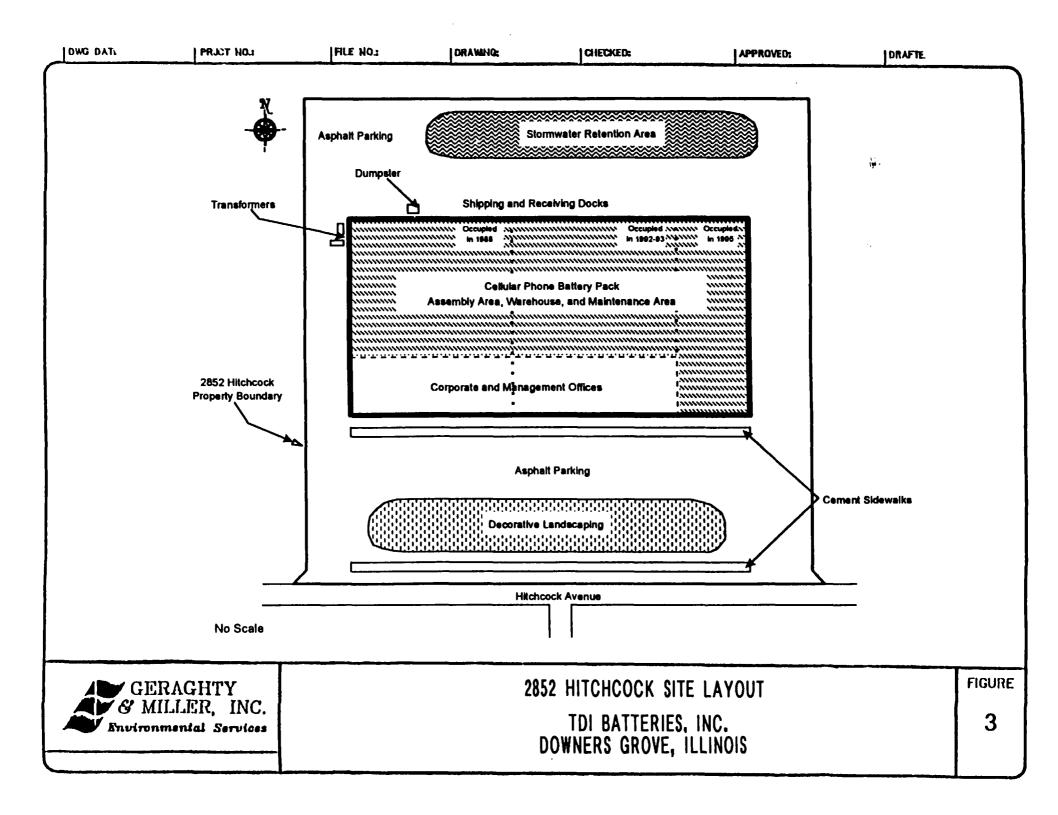
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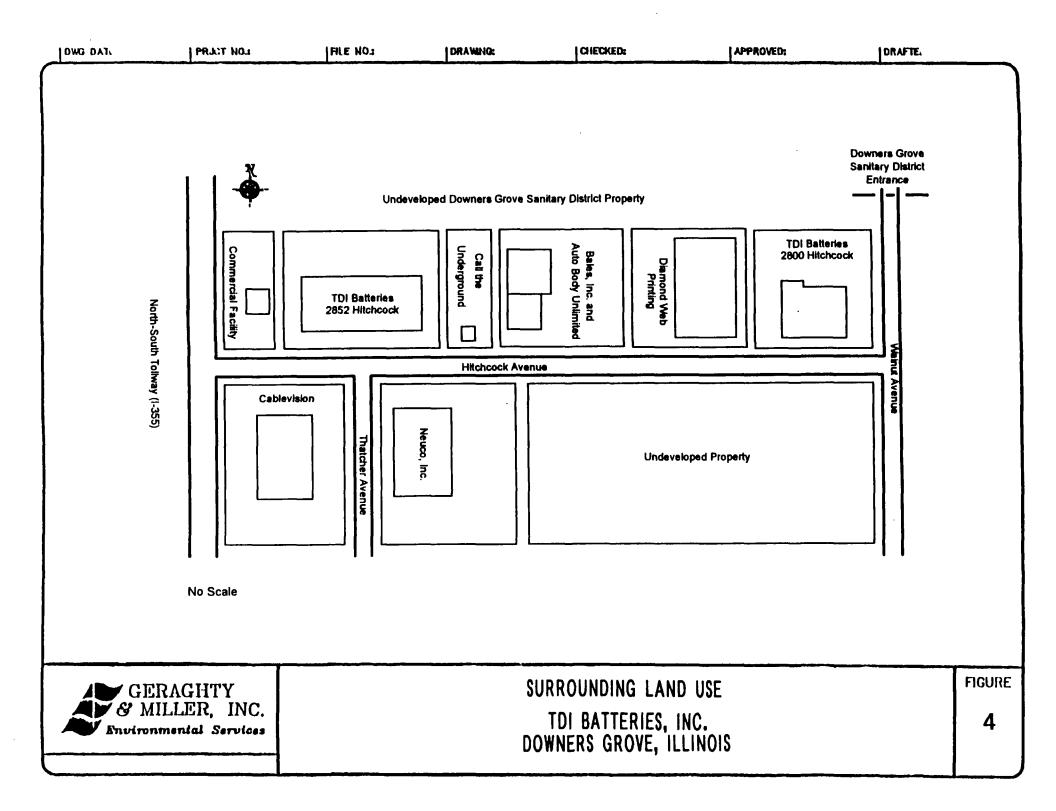
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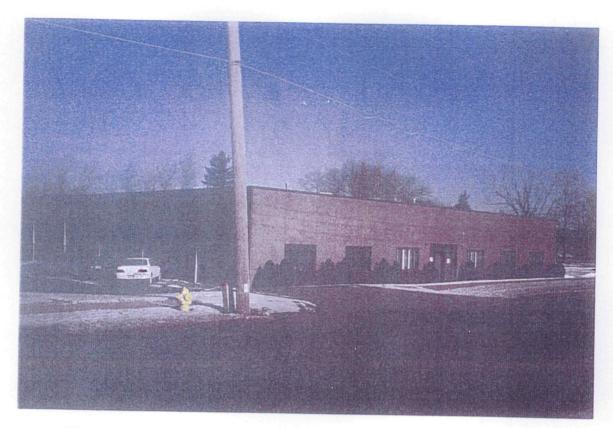


Photo #1: View of the TDI Batteries site located at 2800 Hitchcock Avenue in Downers Grove, Illinois from the southwest.



Photo #2: View of the 2800 Hitchcock Avenue site from the southeast.



Photo #3: View of the warehouse space at the 2800 Hitchcock Building.



Photo #4: View of the research and development area at the 2800 Hitchcock Building.

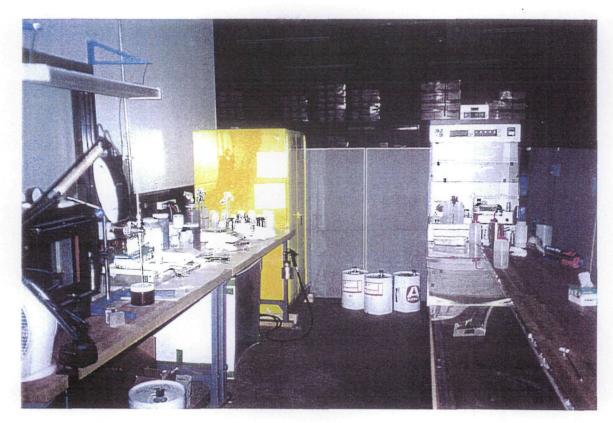


Photo #5: Research and development area located within the unfinished warehouse portion of the 2800 Hitchcock building.

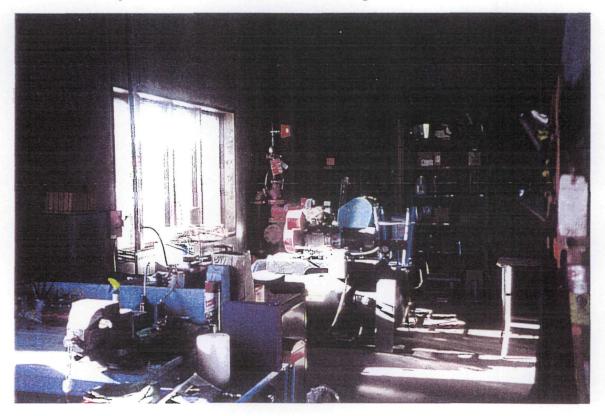


Photo #6: Small maintenance area located in the southwestern corner of the 2800 Hitchcock building.

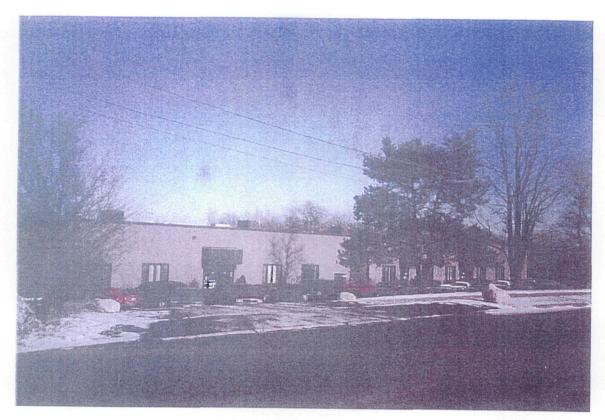


Photo #7: View of the TDI Batteries site located at 2852 Hitchcock Avenue in Downers Grove, Illinois from the southwest.



Photo #8: Battery pack assembly area at the 2852 Hitchcock building.



Photo #9: Warehouse storage area at the 2852 Hitchcock building.

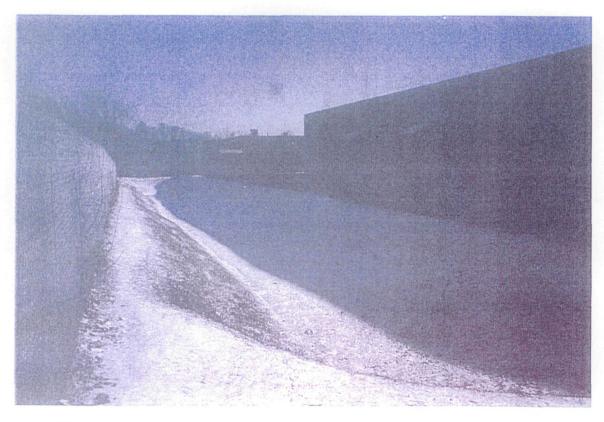


Photo #10: Sodded stormwater retention area located north of (behind) the 2852 Hitchcock building.



Photo #11: Two pole-mounted transformers located atop a utility pole at the southeastern corner of the 2800 Hitchcock site.



Photo #12: Two pad-mounted transformers located at the northwestern corner of the 2852 Hitchcock building.



Photo #13: Dry-type transformer observed inside the 2852 Hitchcock building.

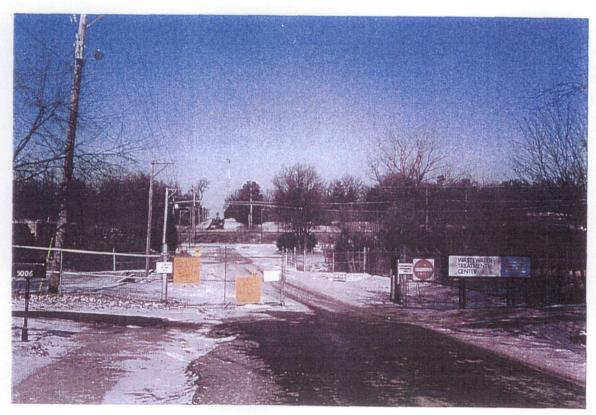


Photo #14: Entrance to the Downers Grove Sanitary District Wastewater Treatment Center located immediately north of the 2800 Hitchcock site.



Photo #15: Nueco facility and corner of Cablevision property located south of the 2852 Hitchcock site.

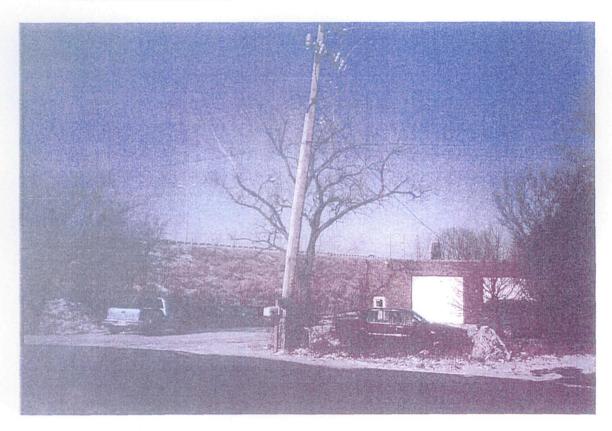


Photo #16: Unnamed light industrial building and North-South Tollway located immediately west of the 2852 Hitchcock site.



Photo #17: Diamond Web Printing facility located immediately west of the 2800 Hitchcock site.

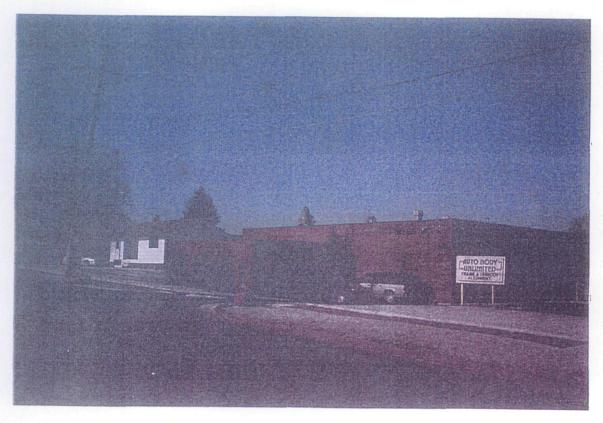


Photo #18: Bales, Inc. and Auto Body Unlimited facility located between the 2800 and 2852 Hitchcock sites.



Photo #19: Cellular telephone battery pack in production.

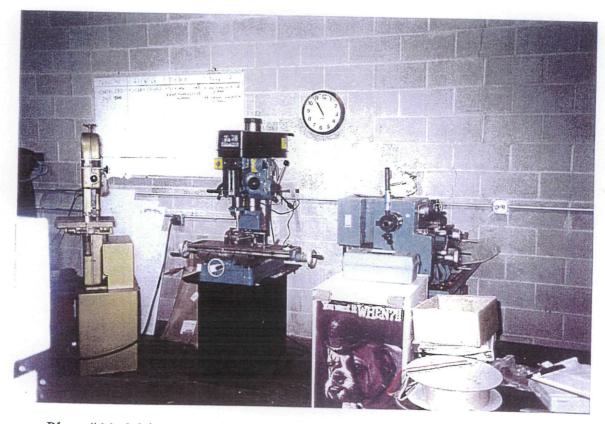


Photo #20: Maintenance shop at the 2852 Hitchcock facility.

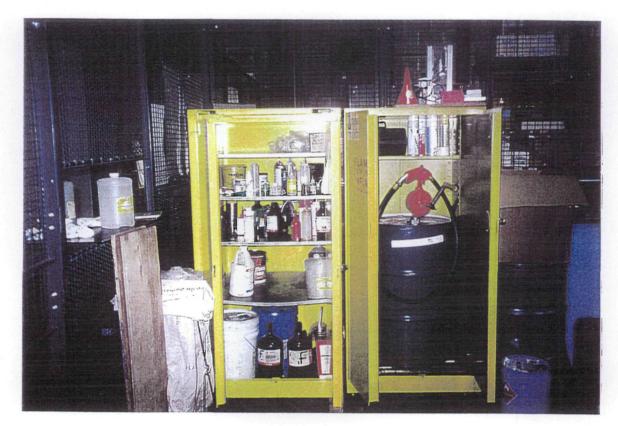


Photo #21: Fireproof storage cabinets located in the maintenance shop area of the 2852 Hitchcock building.

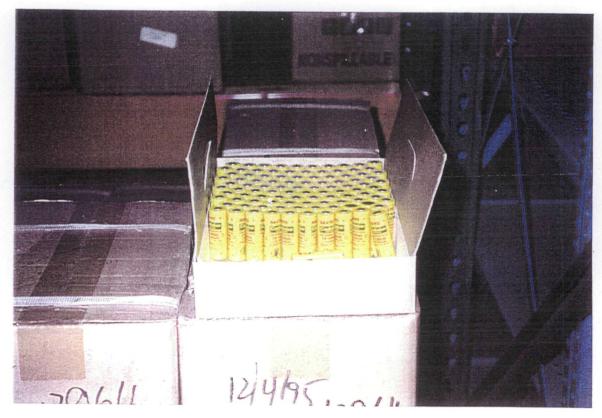


Photo #22: Sanyo battery cells purchased by TDI Batteries for its cellular phone battery packs.



Photo #23: Panasonic rechargeable batteries purchased by TDI Batteries for the production of cellular telephone battery packs.



Photo #24: Fireproof cabinet containing various cleaning and maintenance products used at the 2852 Hitchcock building.

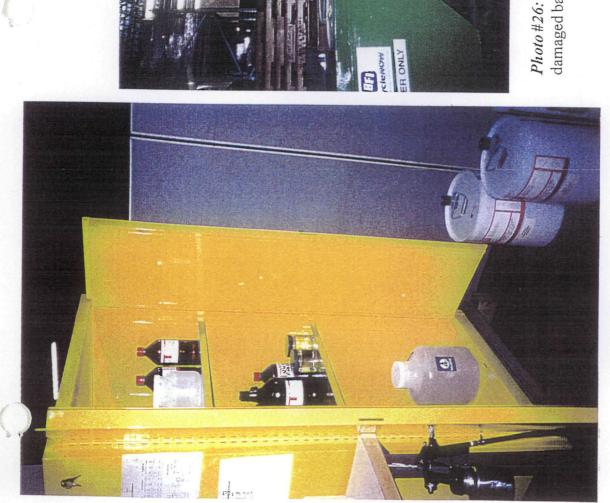


Photo #25: Laboratory chemical storage at the 2800 Hitchcock site.



Photo #26: General refuse and scrap cardboard dumpsters and drums containing damaged battery cells located inside the 2800 Hitchcock building.



Photo #27: General refuse dumpster located in front of an overhead dock door along the north side of the 2852 Hitchcock building.

The EDR-Radius Map with GeoCheckTM

TDI Batteries 2840+2852 Hitchcock Ave Downers Grove, IL 60515

Inquiry Number: 1154222.1p

January 10, 1997



Creators of Toxicheck/

The Source For Environmental Risk Management Data

3530 Post Road Southport, Connecticut 06490

Nationwide Customer Service

Telephone: 1-800-352-0050 Fax: 1-800-231-6802

TABLE OF CONTENTS

SECTION	PAGE
Executive Summary	ES1
Topographic Map.	2
GeoCheck Summary	3
Overview Map.	5
Detail Map	6
Map Summary - All Sites.	7
Map Summary - Sites with higher or the same elevation as the Target Property.	8
Map Findings.	9
Orphan Summary	18
APPENDICES	
GeoCheck Version 2.1.	A1
EPA Waste Codes.	A5
Government Records Searched / Data Currency Tracking Addendum	A8

Thank you for your business.
Please contact EDR at 1-800-352-0050 with any questions or comments.

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A search of available environmental records was conducted by Environmental Data Resources, Inc. (EDR). The search met the specific requirements of ASTM Standard Practice for Environmental Site Assessments, E 1527-94, or custom distances requested by the user.

The address of the subject property for which the search was intended is:

2840+2852 HITCHCOCK AVE DOWNERS GROVE, IL 60515

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the subject property or within the ASTM E 1527-94 search radius around the subject property for the following Databases:

NPL:	National Priority List
Delisted NPL:	NPL Deletions
	Resource Conservation and Recovery Information System
CERCLIS:	Comprehensive Environmental Response, Compensation, and Liability Information
	System
CERC-NFRAP:	Comprehensive Environmental Response, Compensation, and Liability Information
	System
SWF/LF:	Available Disposal for Solid Wast in Illinois- Solid Waste Landfills Subject to
	State Surcharge
HMIRS:	Hazardous Materials Information Reporting System
PADS:	PCB Activity Database System
ERNS:	Emergency Response Notification System
NPL Liens:	Federal Superfund Liens
TSCA:	
MLTS:	Material Licensing Tracking System
RODS:	Records Of Decision
CONSENT:	Superfund (CERCLA) Consent Decrees
IL Planning Comm.:	
Coal Gas:	Former Manufactured gas (Coal Gas) Sites.

Unmapped (orphan) sites are not considered in the foregoing analysis.

Search Results:

Search results for the subject property and the search radius, are listed below:

Subject Property:

The subject property was not listed in any of the databases searched by EDR.

Surrounding Properties:

Elevations have been determined from the USGS 1 degree Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. EDR's definition of a site with an elevation equal to the subject property includes a tolerance of -10 feet. Sites with an elevation equal to or higher than the subject property have been differentiated below from sites with an elevation lower than the subject property (by more than 10 feet). Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in bold italics are in multiple databases.

SHWS: The State Hazardous Waste Sites records are the states' equivalent to CERCLIS. These sites may or may not already by listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. The data comes from the Illinois Environmental Protection Agency's Category List.

A review of the State Haz. Waste list, as provided by EDR, and dated 06/01/1996 has revealed that there is 1 State Haz. Waste site within approximately 1.25 Miles of the subject property.

Equal/Higher Elevation	Address	TP Dist	Map ID	Page
LOCKFORMER CO THE	711 OGDEN AVE	1/2 - 1	23	16

CORRACTS: CORRACTS is a list of handlers with RCRA Corrective Action Activity. This report shows which nationally-defined corrective action core events have occurred for every handler that has had corrective action activity.

A review of the CORRACTS list, as provided by EDR, and dated 04/10/1995 has revealed that there is 1 CORRACTS site within approximately 1.25 Miles of the subject property.

Equal/Higher Elevation	Address	TP Dist	Map ID	Page
LIBERTY COPPER & WIRE CO	2333 WISCONSIN AVE	1/2 - 1	F21	15

LUST: The Leaking Underground Storage Tank Incident Reports contain an inventory of reported leaking underground storage tank incidents. The data comes from the Illinois Environmental Protection Agency's LUST Incident Report.

A review of the LUST list, as provided by EDR, and dated 01/02/1996 has revealed that there are 4 LUST sites within approximately 0.75 Miles of the subject property.

Equal/Higher Elevation	Address	TP Dist	Map ID	Page
BAKER MOTOR EXPRESS INC.	5355 WALNUT ST.	1/4 - 1/2	C10	12
MOLEX INC.	5224 KATRINE AVE.	1/4 - 1/2	D11	12
SUBURBAN MOVING & STORAGE	2400 WISCONSIN AVE.	1/2 - 1	F20	15
ARROW GEAR CO.	2301 CURTISS ST.	1/2 - 1	22	16

UST: The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The data comes from the Illinois State Fire Marshal's STC Facility List.

A review of the UST list, as provided by EDR, and dated 07/31/1996 has revealed that there are 4 UST sites within approximately 0.5 Miles of the subject property.

Equal/Higher Elevation	Address	TP Dist	Map ID	Page
Not reported	5365 WALNUT	1/4 - 1/2	C12	13
Not reported	5355 WALNUT ST	1/4 - 1/2	C13	13
Not reported	5224 KATRINE AVE	1/4 - 1/2	D14	13
Not reported	2525 CURTISS ST	1/4 - 1/2	18	14

RAATS: The RCRA Administration Action Tracking System contains records based on enforcement actions issued under RCRA and pertaining to major violators. It includes administrative and civil actions brought by the United States Environmental Protection Agency. The source of this database is the U.S. EPA.

A review of the RAATS list, as provided by EDR, and dated 04/17/1995 has revealed that there is 1 RAATS site within approximately 1.25 Miles of the subject property.

Equal/Higher Elevation	Address	TP Dist	Map ID	Page
LIBERTY COPPER & WIRE CO	2333 WISCONSIN AVE	1/2 - 1	F21	15

RCRIS: The Resource Conservation and Recovery Act database includes selected information on sites that generate, store, treat, or dispose of hazardous waste as defined by the Act. The source of this database is the U.S. EPA.

A review of the RCRIS-SQG list, as provided by EDR, and dated 07/01/1996 has revealed that there are 9 RCRIS-SQG sites within approximately 0.5 Miles of the subject property.

Equal/Higher Elevation	Address	TP Dist	Map ID	Page
MC CAHILL PAINTINGS	5229 THATCHER	1/8 - 1/4	A4	10 -
MC CAHILL PAINTING CO	5237 THATCHER RD	1/8 - 1/4	A5	10
KASPAR WALTER SERVICE	2747 CURTISS AVE	1/8 - 1/4	B6	11
WALBERG ARVID C & CO INC	2741 CURTISS ST	1/8 - 1/4	<i>B7</i>	11
CONTEMPORARY CONTROLS	2733 CURTISS ST	1/4 - 1/2	B8	11
HILTI	2727 CURTISS ST	1/4 - 1/2	B9	12
WPC MACHINERY CORP	2700 WISCONSIN	1/4 - 1/2	E15	13
MOREY CORP	2659 WISCONSIN AVE	1/4 - 1/2	E16	13
NORWOOD MARKING SYSTEMS	2538 WISCONSIN AVE	1/4 - 1/2	19	14

RCRIS: The Resource Conservation and Recovery Act database includes selected information on sites that generate, store, treat, or dispose of hazardous waste as defined by the Act. The source of this database is the U.S. EPA.

A review of the RCRIS-LQG list, as provided by EDR, and dated 07/01/1996 has revealed that there are 4 RCRIS-LQG sites within approximately 0.5 Miles of the subject property.

Equal/Higher Elevation	Address	TP Dist	Map ID	Page
BALES MOLD SERVICE INC	2824 HITCHCOCK	0 - 1/8	1	9
UNIVERSITY PRINTING SERVICES	5200 S THATCHER RD	1/8 - 1/4	A2	9

Equal/Higher Elevation	Address	TP Dist	Map ID	Page	
MOLEX INC	5225 WALNUT ST	1/8 - 1/4	3	9	
LOVEJOY INC	2655 WISCONSIN AVE	1/4 - 1/2	E17	14	

FINDS: The Facility Index System contains both facility information and "pointers" to other sources of information that contain more detail. These include: RCRIS; Permit Compliance System (PCS); Aerometric Information Retrieval System (AIRS); FATES (FIFRA [Federal Insecticide Fungicide Rodenticide Act] and TSCA Enforcement System, FTTS [FIFRA/TSCA Tracking System]; CERCLIS: DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes); Federal Underground Injection Control (FURS); Federal Reporting Data System (FRDS); Surface Impoundments (SIA); TSCA Chemicals in Commerce Information System (CICS); PADS; RCRA-J (medical waste transporters/disposers); TRIS; and TSCA. The source of this database is the U.S. EPAINTIS.

A review of the FINDS list, as provided by EDR, and dated 09/30/1995 has revealed that there are 7 FINDS sites within approximately 0.25 Miles of the subject property.

Equal/Higher Elevation	Address	TP Dist	Map ID	Page	
BALES MOLD SERVICE INC	2824 HITCHCOCK	0 - 1/8	1	9	
UNIVERSITY PRINTING SERVICES	5200 S THATCHER RD	1/8 - 1/4	A2	9	
MOLEX INC	5225 WALNUT ST	1/8 - 1/4	3	9	
MC CAHILL PAINTINGS	5229 THATCHER	1/8 - 1/4	A4	10	
MC CAHILL PAINTING CO	5237 THATCHER RD	1/8 - 1/4	A5	10	
KASPAR WALTER SERVICE	2747 CURTISS AVE	1/8 - 1/4	B6	11	
WALBERG ARVID C & CO INC	2741 CURTISS ST	1/8 - 1/4	<i>B7</i>	11	

TRIS: The Toxic Chemical Release Inventory System identifies facilities that release toxic chemicals to the air, water, and land in reportable quantities under SARA Title III, Section 313. The source of this database is the U.S. EPA.

A review of the TRIS list, as provided by EDR, and dated 12/31/1992 has revealed that there is 1 TRIS site within approximately 0.25 Miles of the subject property.

Equal/Higher Elevation	Address	TP Dist	Map ID	Page
MOLEX INC	5225 WALNUT ST	1/8 - 1/4	3	9

Due to poor or inadequate address information, the following sites were not mapped:

Site Name	Database(s)
CURRAN FRANK J CO	RCRIS-SQG, RCRIS-TSD
MT. ATHOS - GRIFFIN PIPE ILF	SWF/LF
DOWNERS GROVE ICE ARENA LTD. PARTN	LUST
AMOCO OIL CO.	LUST
EMRO MARKETING NO 7450	RCRIS-SQG, FINDS, LUST
AMOCO OIL CO.	LUST
COACHMEN ENTERPRISES INC.	LUST
D&M CORVETTE SPECIALISTS	LUST
DELTA SONIC CAR WASH	LUST
DOWNERS GROVE NATIONAL BANK	LUST
JERRY BORG PONTIAC	LUST
JOE MADDEN FORD	LUST
THORNTON OIL CORP.	LUST
IL. STATE TOLL HWY. AUTHORITY	LUST
JEWEL FOOD STORES	LUST
DOWNERS GROVE BANK, HARRY BORMAN T	LUST
10 S 644 RT 83	UST
355 31ST ST	UST
WALNUT & RAILROAD AVE	UST
DOWNERS GROVE HHW COLLECTION	RCRIS-SQG, FINDS
MID AMERICA DOOR DISTRIBUTOR	RCRIS-SQG, FINDS
LOVEJOY INC GEAR DIVISION	RCRIS-SQG
CROSAVE AUTO SUPPLY	RCRIS-SQG, FINDS
MADDEN JOE FORD	RCRIS-SQG, FINDS
DOWNERS GROVE SAN DIST WWTC	RCRIS-SQG, FINDS
MONTGOMERY WARD AND CO	RCRIS-SQG, FINDS
QUALITY ANALYTICAL LABS INC	FINDS, RCRIS-LQG

TOPOGRAPHIC MAP - 1154222.1p - Geraghty & Miller, Inc. OCDEN AVE WARRENVILLE RO OTTO AVE CHICAGO AVE OCCEN AVE (ta) 35TH 51 MAFLE AVE 2 M Source: US Geological Survey 1-Degree Digital Elevation Model Compiled 09/15/92

√ - Major Roads

Contour lines (25 foot interval unless otherwise shown)

- Waterways

O - Earthquake epicenter, Richter 5 or greater.

FS - (F)ederal and (S)tate wells

P - Public water supply wells

TARGET PROPERTY: ADDRESS: CITY/STATE/ZIP:

LAT/LONG:

TDI Batteries 2840+2852 Hitchcock Ave Downers Grove IL 60515 41.7936 / 88.0538 CUSTOMER: CONTACT: INQUIRY #: Geraghty & Miller, Inc. Jim Auer

INQUIRY #: 1154222.1p DATE: January 10, 1997 4:34 pm

GEOCHECK VERSION 2.1 SUMMARY

GEOLOGIC AGE IDENTIFICATION[†]

Geologic Code:

Paleozoic Silunian

System: Series:

Middle Silurian (Niagoaran)

ROCK STRATIGRAPHIC UNIT

Category:

Stratifed Sequence

GROUNDWATER FLOW INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, including well data collected on nearby properties, regional groundwater flow information (from deep aquifers), or surface topography.‡

General Topographic Gradient: General NNE

General Hydrogeologic Gradient. No hydrogeologic data available.

USGS TOPOGRAPHIC MAP ASSOCIATED WITH THIS SITE

Target Property:

2441088-G1 WHEATON, IL

SEARCH DISTANCE RADIUS INFORMATION

DATABASE	SEARCH DISTANCE (miles)
Federal Database	0.250
State Database	0.250
PWS Database	0.250
	_

FEDERAL DATABASE WELL INFORMATION

WELL DIRECTION DISTANCE FROM TP

LITHOLOGY

DEPTH TO WATER TABLE

NO WELLS FOUND

STATE DATABASE WELL INFORMATION

WELL DIRECTION	DISTANCE FROM TP
WNW	0 - 1/8 Mile
SW	0 - 1/8 Mile
NNW	1/8 - 1/4 Mile
NE	1/8 - 1/4 Mile
NE	1/8 - 1/4 Mile
NNW	1/8 - 1/4 Mile
WNW	1/8 - 1/4 Mile
WNW	1/8 - 1/4 Mile
NW	1/8 - 1/4 Mile

GEOCHECK VERSION 2.1 SUMMARY

PUBLIC WATER SUPPLY SYSTEM INFORMATION (EPA-FRDS)

PWS Name:

DUPAGE UTL CMPNY-LISLE OAKVIEW

LISLE TWP. IL 60532

Location Relative to TP: 1/8 - 1/4 Mile SSE

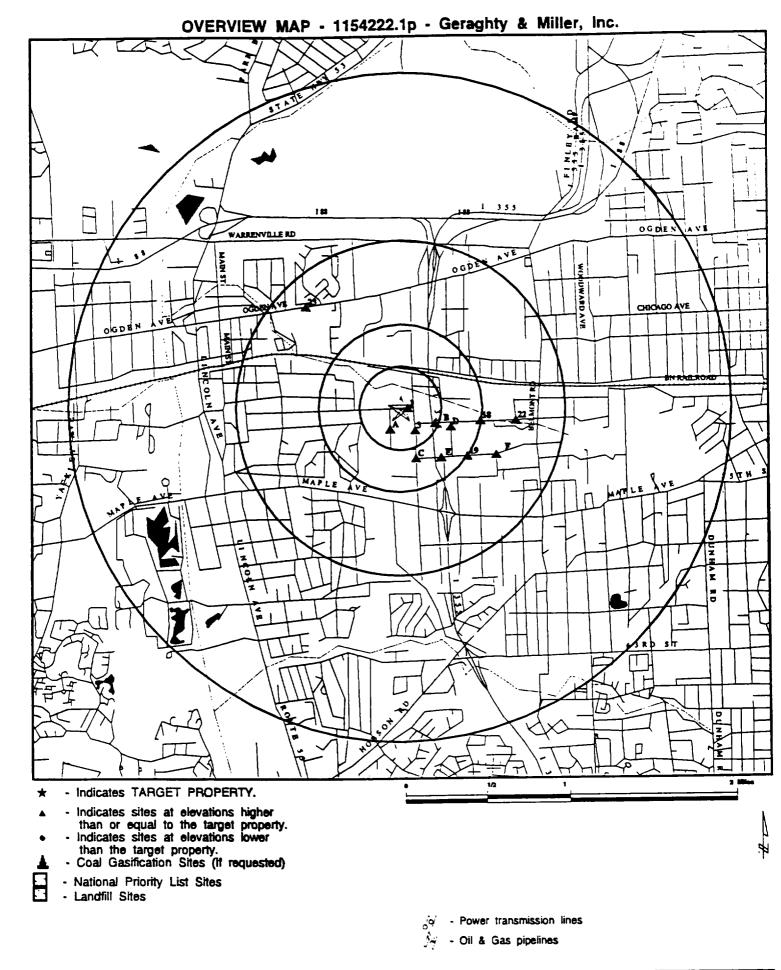
Well currently has or has had major violation(s): No

AREA RADON INFORMATION

Zip Code: 60515

Number of sites tested: 3

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	c.o >20 pCi/L
Living Area - 1st Floor	1.200 pCi/L	100%	0%	0º₀
Living Area - 2nd Floor	Not Reported	Not Reported	Not Reported	Not Reported
Basement	3.300 pCi/L	67%	33%	0⁰₀



TARGET PROPERTY: TDI Batteries
ADDRESS: 2840+2852 Hitchcock Ave
CITY/STATE/ZIP: Downers Grove IL 60515
LAT/LONG: 41.7936 / 88.0538

CUSTOMER: Geraght
CONTACT: Jim Au
INQUIRY #: 115422:
DATE: January

STOMER: Geraghty & Miller, Inc.
NTACT: Jim Auer
IUIRY #: 1154222.1p
TE: January 10, 1997 4:29 pm

DETAIL MAP - 1154222.1p - Geraghty & Miller, Inc. BURLINGTON AV RATEROAD AVE RATLROAD AVE WALNUT AVE 1355 UNNAMED STREET 1355 HITCHCOCK AVE ,1 HITCHCOCK AVE 1355 CURTISS ST WALNUT 135 THATCHER RD 1/8 - Indicates TARGET PROPERTY. Indicates sites at elevations higher than or equal to the target property.
Indicates sites at elevations lower than the target property. - Coal Gasification Sites (If requested) - Sensitive Receptors - National Priority List Sites - Landfill Sites - Power transmission lines - Oil & Gas pipelines

TARGET PROPERTY: ADDRESS: CITY/STATE/ZIP:

LAT/LONG:

TDI Batteries 2840+2852 Hitchcock Ave Downers Grove IL 60515 41.7936 / 88.0538 CUSTOMER: CONTACT: INQUIRY #:

DATE:

Geraghty & Miller, Inc. Jim Auer 1154222.1p January 10, 1997 4:32 pm

MAP FINDINGS SUMMARY SHOWING ALL SITES

	Target	Search Distance	-					Total
Database	Property	(Miles)	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Plotted
NPL		1.250	0	0	0	0	0	0
Delisted NPL		0.250	0	0	NR	NR	NR	0
ACRIS-TSD		1.250	0	0	0	0	0	0
State Haz. Waste		1.250	0	0	0	1	0	1
CERCLIS		0.750	0	0	0	0	NR	0
CERC-NFRAP		0.250	0	0	NR	NR	NR	0
CORRACTS		1.250	0	0	0	1	0	1
State Landfill		0.750	0	0	0	0	NR	0
LUST		0.750	0	0	2	2	NR	4
UST		0.500	0	0	4	NR	NR	4
RAATS		1.250	0	0	0	1	0	1
RCRIS Sm. Quan. Gen.		0.500	0	4	5	NR	NR	9
RCRIS Lg. Quan. Gen.		0.500	1	2	1	NR	NR	4
HMIRS		0.250	0	0	NR	NR	NR	0
PADS		0.250	0	Ó	NR	NR	NR	0
ERNS	-	0.250	0	0	NR	NR	NR	0
FINDS		0.250	1	6	NR	NR	NR	7
TRIS		0.250	0	1	NR	NR	NR	1
NPL Liens		0.250	0	0	NR	NR	NR	0
TSCA		0.250	0	0	NR	NR	NR	0
MLTS		0.250	0	0	NR	NR	NR	0
Illinois Planning Comm.		0.750	0	0	0	0	NR	0
ROD		1.250	0	0	0	0	0	0
CONSENT		1.250	0	0	0	0	0	0
Coal Gas		1.000	0	0	0	0	NR	0

TP = Target Property

NR = Not Requested at this Search Distance

^{*} Sites may be listed in more than one database

MAP FINDINGS SUMMARY SHOWING ONLY SITES HIGHER THAN OR THE SAME ELEVATION AS TP

Database	Target Property	Search Distance (Miles)	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
NPL		1.250	0	0	0	0	0	0
Delisted NPL		0.250	0	0	NR	NR	NR	0
RCRIS-TSD		1.250	0	0	0	0	0	0
State Haz. Waste	•	1.250	0	. 0	0	1	0	1
CERCLIS		0.750	0	0	0	0	NR	0
CERC-NFRAP		0.250	0	0	NR	NR	NR	0
CORRACTS		1.250	0	0	0	1	0	1
State Landfill		0.750	0	0	0	0	NR	0
LUST		0.750	0	0	2	2	NR	4
UST		0.500	0	0	4	NR	NR	4
RAATS		1.250	0	0	0	1	0	1
RCRIS Sm. Quan. Gen.		0.500	0	4	5	NR	NR	9
RCRIS Lg. Quan. Gen.		0.500	1	2	1	NR	NR	4
HMIRS		0.250	0	0	NR	NR	NR	0
PADS		0.250	0	0	NR	NR	NR	0
ERNS		0.250	0	0	NR	NR	NR	0
FINDS		0.250	1	6	NR	NR	NR	7
TRIS		0.250	0	1	NR .	NR	NR	1
NPL Liens		0.250	0	0	NR	NR	NR	0
TSCA		0.250	0	0	NR	NR	NR	0
MLTS		0.250	0	0	NR	NR	NR	0
Illinois Planning Comm.		0.750	0	0	0	0	NR	0
ROD		1.250	0	0	0	0	0	0
CONSENT		1.250	0	0	0	0	0	0
Coal Gas		1.000	0	0	0	0	NR	0

TP = Target Property

NR = Not Requested at this Search Distance

^{*} Sites may be listed in more than one database

		MAP FINDINGS			
Site				Database(s)	EDR ID Numbe
Coal Gas Site Searc	h: No site was found in a s	earch of Real Proper	ty Scan's ENVIROH	AZ database.	
BALES MOLD SERV 2824 HITCHCOCK DOWNERS GROVE,				FINDS RCRIS-LQG	1000221197 ILD018214981
RCRIS:					
Owner:	BALES MIKE AND STEVE (312) 555-1212				
Contact:	STEVE BALES (312) 852-4665				
Classification:	Large Quantity Generator				
Waste _ D000	Quantity 0.000 (N)	<u>Waste</u> F008	<u>Quantity</u> 0.000 (N)		
(P) = P	ounds, (K) = Kilograms,	(M) = Metric Tons,	(T) = Tons , (N)	= Not Reported	
Used Oil Recyc	: No				
Violation Status	: no violations found				
					
UNIVERSITY PRINTI 5200 S THATCHER 6 DOWNERS GROVE,	RD			FINDS RCRIS-LQG	1000431451 ILD121270540
RCRIS:					
Owner:	PETHINAIDU VELUCHAM' (312) 555-1212	Y			
Contact:	NICHOLAS COONEY (312) 285-5600				
Classification:	Large Quantity Generator				
<u>Waste</u>	Quantity	Waste	Quantity		
D001 F005	0.000 (N) 0.000 (N)	F003	0.000 (N)		
	ounds , (K) = Kilograms ,	(M) = Metnc Tons	(T) = Tons (N)	= Not Reported	
Used Oil Recyc		(M) - MEMIC TONS,	(1) - 10(15; (14))	Hot heponed	
_					
Violation Status	. VIOI ATTIONS EXIST				
There are 1 com	npliance/violation record(s) re	eported at this site:			
Evaluation		Area o	Violation		Date of Compliance
	aluation Inspection (CEI)		stor-All Requirements		06/12/1991
MOLEX INC 5225 WALNUT ST				FINDS RCRIS-LQG	1000225736 ILD0603622

1/8-1/4

Higher

DOWNERS GROVE, IL 60515

TRIS

Map ID Direction Distance Elevation

Site

EDR ID Number EPA ID Number

MOLEX INC (Continued)

1000225736

RCRIS:

Owner:

MOLEX INC

(708) 969-4550

Contact:

MARK STENTZ

(312) 969-4550

Classification:

Large Quantity Generator

Waste Quantity D001 0.000 (N) F006 0.000 (N) F015

F007

0.000 (N)

(P) = Pounds, (K) = Kilograms, (M) = Metric Tons, (T) = Tons. (N) = Not Reported

Waste

F001

Quantity

0.000 (N)

0.000 (N)

Used Oil Recyc: No

Violation Status: no violations found

A4 SSW 1/8-1/4 Higher MC CAHILL PAINTINGS **5229 THATCHER**

DOWNERS GROVE, IL 60515

RCRIS-SQG FINDS

Database(s)

1000614643 ILD984849588

RCRIS:

Owner:

MCCAHILL PAINTING

(708) 852-9288

Contact:

KELLY KUNTZENDORF

(708) 852-9288

Classification: Small Quantity Generator

Waste

Quantity

D001 0.000 (N)

(P) = Pounds, (K) = Kilograms, (M) = Metric Tons, (T) = Tons, (N) = Not Reported

Used Oil Recyc: No

Violation Status: no violations found

A5 SSW 1/8-1/4 Higher MC CAHILL PAINTING CO **5237 THATCHER RD**

DOWNERS GROVE, IL 60515

RCRIS-SQG FINDS

1000166403 ILD984785717

RCRIS:

Owner:

MC CAHILL TIM

Contact:

KELLY KUNTZENDORF

(708) 852-9288

Classification: Small Quantity Generator

Waste

Quantity

Waste F003

Quantity 0.000 (N)

D001

0.000 (N)

(P) = Pounds, (K) = Kilograms, (M) = Metric Tons, (T) = Tons. (N) = Not Reported

Used Oil Recyc: No

Violation Status: no violations found

Map ID Direction EDR ID Number Distance EPA ID Number Database(s) Elevation Site **RCRIS-SQG** 1000345171 KASPAR WALTER SERVICE **B6 FINDS** ILD982063869 2747 CURTISS AVE ESE DOWNERS GROVE, IL 60515 1/8-1/4 Higher RCRIS: **RID MAX** Owner: (312) 555-1212 Contact: MIKE AALID (312) 969-4090 Small Quantity Generator Classification: Waste Quantity Quantity Waste 0.000 (N) D001 0.000 (N) F003 (T) = Tons . (N) = Not Reported (M) = Metric Tons. (P) = Pounds, (K) = Kilograms. Used Oil Recyc: No Violation Status: no violations found 1000162698 **RCRIS-SQG B7** WALBERG ARVID C & CO INC ILD055421705 **FINDS** 2741 CURTISS ST **ESE DOWNERS GROVE, IL 60515** 1/8-1/4 Higher RCRIS: NAME NOT REPORTED Owner: (312) 555-1212 Contact: **ARVID WALBERG** (312) 852-5450 Classification: Small Quantity Generator Waste Quantity Waste Quantity 0.000 (N) F005 F003 0.000 (N) U031 0.000 (N) U002 0.000 (N) U140 0.000 (N) U112 0.000 (N) 0.000 (N) U154 0.000 (N) U159 0.000 (N) U220 U161 0.000 (N) U239 0.000 (N) (M) = Metric Tons . (T) = Tons, (N) = Not Reported (P) = Pounds, (K) = Kilograms, Used Oil Recyc: No Violation Status: no violations found 1000400267 RCRIS-SQG **CONTEMPORARY CONTROLS B8**

ESE

1/4-1/2

Higher

2733 CURTISS ST

DOWNERS GROVE, IL 60515

TC1154222.1p Page 11

ILD981101389

FINDS

ap ID		L	MAP FINDINGS			
irection istance levation	Site				Database(s)	EDR ID Number
	CONTEMPORARY	CONTROLS (Continued)				1000400267
	RCRIS: Owner:	THOMAS GEORGE (312) 555-1212				
	Contact:	WAYNE KOZLOWSKI (312) 963-7070				
	Classification:	Not reported				
	Waste D000	<u>Cuantity</u> 0.000 (N)	Waste F002	<u>Quantity</u> 0.000 (N)		
	(P) = F Used Oil Recyc	Pounds . (K) * Kilograms . :: No	(M) = Metric Tons ,	(T) = Tons . (N)	■ Not Reported	
	-	s: no violations found				
9 SE 4-1/2 gher	HILTI 2727 CURTISS ST DOWNERS GROVE	, IL 60515			RCRIS-SQG FINDS	1000411229 ILD984782706
	RCRIS: Owner:	HIFFMAN SCHAFFER ANI	DERSON			
	Contact:	KIM ACKERMANN (708) 512-0015				
	Classification:	Small Quantity Generator				
	Waste	Quantity 0.000 (N)				
	Used Oil Recyc		(M) = Metric Tons ,	(T) = Tons , (N) :	Not Reported	
	Violation Status	s: no violations found			<u> </u>	
0 E -1/2 gher	BAKER MOTOR EX 5355 WALNUT ST. DOWNERS GROVE,				LUST	S100531472 N/A
	LUST: Facility ID:	912371 IL EPA ID:	0430305152			
1 E -1/2	MOLEX INC. 5224 KATRINE AVE DOWNERS GROVE,				LUST	S100531483 N/A
pher	LUST:					

Facility ID:

880876

IL EPA ID:

0430305011

		MAP FINDINGS		
Map ID Direction Distance Elevation	Site		Database(s)	EDR ID Number EPA ID Number
C12 SSE 1/4-1/2 Higher	5365 WALNUT DOWNERS GROVE,	IL	UST	U001144298 N/A
	UST: Facility ID: Owner Name: Contact: Contact Tel:	2-012787 Status: ACTIVE MONTGOMERY WARD & CO INC HAMILTON, LARRY (312) 960-5750	·	
C13 SSE 1/4-1/2 Higher	5355 WALNUT ST DOWNERS GROVE,	IL	ust	U000793368 N/A
	UST: Facility ID: Owner Name: Contact: Contact Tel:	2-005471 Status: ACTIVE BAKER MOTOR EXPRESS INC HANNAN, WM. T. (312) 969-0099		
D14 ESE 1/4-1/2 Higher	5224 KATRINE AVE DOWNERS GROVE,	iL.	UST	U001144297 N/A
•	UST: Facility ID: Owner Name: Contact: Contact Tel:	2-022742 Status: ACTIVE MOLEX INC MOORE TIM (312) 969-4550		·
E15 SE 1/4-1/2 Higher	WPC MACHINERY C 2700 WISCONSIN DOWNERS GROVE,		RCRIS-SQG FINDS	1000824424 ILD984907972
•	RCRIS: Owner:	WPC MACHINERY (708) 960-1032		
	Contact:	JOHN MOUGH (708) 960-1032		
	Classification:	Small Quantity Generator		
	<u>Waste</u> D001	<u>Quantity</u> 0.000 (N)		
	(P) = P	ounds. (K) = Kilograms. (M) = Metric Tons. (T) = Tons. (N)) = Not Reported	
	Used Oil Recyc	: No		
	Violation Status	: no violations found		
E16 SE 1/4-1/2 Higher	MOREY CORP 2659 WISCONSIN A DOWNERS GROVE,		RCRIS-SQG FINDS	1000225996 ILD025415266

Higher

MAP FINDINGS Map ID Direction Distance EDR ID Number EPA ID Number Elevation Site Database(s) MOREY CORP (Continued) 1000225996 RCRIS: MOREY RICHARD R Owner: (312) 555-1212 Contact: PATRICIA ROOT (312) 960-7460 Classification: Small Quantity Generator Waste Quantity <u>Waste</u> Quantity F001 F003 0.000 (N) 0.000 (N) F005 0.000 (N) (P) = Pounds, (K) = Kilograms. (M) = Metric Tons (T) = Tons (N) = Not Reported Used Oil Recyc: No Violation Status: no violations found FINDS: Other Pertinent Environmental Activity Identified at Site: - Facility is monitored or permitted for air emissions under the Clean Air Act (under AFS/AIRS) E17 **LOVEJOY INC FINDS** 1000203128 SE 2655 WISCONSIN AVE RCRIS-LQG ILD039344809 1/4-1/2 **DOWNERS GROVE, IL 60515** Higher RCRIS: Owner: LOVEJOY INC (312) 555-1212 Contact: VIVIAN DECOWSKI (312) 852-0500 Classification: Large Quantity Generator Waste Quantity D001 0.000 (N) (P) = Pounds, (K) = Kilograms, (M) = Metric Tons, (T) = Tons, (N) = Not Reported Used Oil Recyc: No Violation Status: no violations found 18 UST U000867016 East 2525 CURTISS ST N/A 1/4-1/2 **DOWNERS GROVE, IL** Higher UST: Facility ID: 2-016273 Status: CLOSED

Owner Name: Contact:

SCOT INC CAFARO AL

Contact Tel:

(312) 969-0620

SE 1/4-1/2 Higher

19

NORWOOD MARKING SYSTEMS 2538 WISCONSIN AVE DOWNERS GROVE, IL 60515 RCRIS-SQG FINDS 1000614542 ILD984848564

			MAP FINDINGS			
Map ID Direction		4				
Distance Elevation	Site				Database(s)	EDR ID Numbe
	NORWOOD MARKING SY	STEMS (Continued)				1000614542
	RCRIS:					
	Owner: ILLIN	IOIS TOOL WORKS 724-7500				
	· -	L GRZECA 968-0646				
	Classification: Small	Ouantity Generator				
		uantity 00 (N)				
	(P) ≈ Pounds	, (K) = Kilograms ,	(M) = Metric Tons ,	(T) = Tons . (N	l) = Not Reported	
	Used Oil Recyc: No	, , ,				
	Violation Status: violat	tions exist				
	There are 1 compliance	ce/violation record(s) re	norted at this site:			
	There are 1 compliant	e, violation record(s) re	ported at alla are.			Date of
	Evaluation Non-Financial Record	Review		Violation tor-All Requiremen	nts	Compliance 12/04/1991
F20 ESE 1/2-1 Higher	SUBURBAN MOVING & ST 2400 WISCONSIN AVE. DOWNERS GROVE, IL	ed or permitted for air e	emissions under the Cl	ean Air Act (under	AFS/AIRS)	\$1005314 90 N/A
riighei	LUST: Facility ID: 913	065 IL EPA ID:	0430305158			
F21 ESE 1/2-1 Higher	LIBERTY COPPER & WIRI 2333 WISCONSIN AVE DOWNERS GROVE, IL 60				RCRIS-SQG FINDS RAATS CORRACTS CERC-NFRAP UST	1000219874 ILD047033188
	CERCLIS-NFRAP Classi					
	Site Incident Category Ownership Status: EPA Notes:	 Not reported OTHER Not reported 		Federal Facility: NPL Status:	NO NOT ON NPL	
	CERCLIS-NFRAP Asses Assessment: Assessment:		ESSMENT	Completed:	08/01/19 12/01/19	
	Assessment: Assessment: Assessment:	PRELIMINARY ASSI SCREENING SITE II FINAL HAZARD RAN	ESSMENT NSPECTION	Completed: Completed: Completed:	03/02/19 12/01/19	
	CERCLIS-NFRAP Alias 1 DEMERT & DOUGHE	Name(s):	AVING DETUMINED	Completed.	09/29/19	

CORRACTS Data:
Prioritization: Low

Not reported

Status:

MAP FINDINGS Map ID Direction EDR ID Number Distance EPA ID Number Database(s) Elevation Site 1000219874 LIBERTY COPPER & WIRE CO (Continued) Owner: NAME NOT REPORTED (312) 555-1212 Contact: LESLIE LIVINGSTON (312) 242-4420 Classification: Not reported Quantity Waste Waste Cuantity 0.000 (N) D001 0.000 (N) F003 F005 F004 0.000 (N) 0.000 (N) F007 0.000 (N) F006 0.000 (N) F009 0.000 (N) F008 0.000 (N) U054 0.000 (N) U002 0.000 (N) U154 U188 0.000 (N) 0.000 (N) U237 0.000 (N) U220 0.000 (N) U238 0.000 (N) (T) = Tons . (N) = Not Reported (M) = Metric Tons, (P) = Pounds, (K) = Kilograms, Used Oil Recyc: No Violation Status: no violations found FINDS: Other Pertinent Environmental Activity Identified at Site: - Facility is monitored or permitted for air emissions under the Clean Air Act (under AFS/AIRS) UST: **ACTIVE** Facility ID: 2-003084 Status: Owner Name: **MAGNETEK INC** Contact: MARRON, PATRICK E. Contact Tel: (312) 969-7660 S100531471 22 ARROW GEAR CO. LUST East 2301 CURTISS ST. N/A 1/2-1 **DOWNERS GROVE, IL** Higher LUST: Facility ID: 930214 IL EPA ID: 0430305016 **FINDS** 1000270169 23

NW 1/2-1

Higher

LOCKFORMER CO THE 711 OGDEN AVE LISLE, IL 60532

> RCRIS: Owner:

> > Contact:

THE LOCKFORMER COMPANY (312) 555-1212

ROBERT HEILMAN (312) 964-8000

Classification: Large Quantity Generator

Waste Quantity 0.000 (N) F001

Waste F010

Quantity 0.000(N)

ILD005110929

RCRIS-LQG

SHWS

Map ID Direction Distance Elevation

Site

Database(s)

EDR ID Number EPA ID Number

LOCKFORMER CO THE (Continued)

1000270169

F017

0.000 (N)

(P) = Pounds, (K) = Kilograms, (M) = Metric Tons, (T) = Tons, (N) = Not Reported

Used Oil Recyc: No

Violation Status: violations exist

There are 1 compliance/violation record(s) reported at this site:

Evaluation
Compliance Evaluation Inspection (CEI)

Area of Violation
Generator-All Requirements

Date of Compliance 12/16/1985

FINDS:

Other Pertinent Environmental Activity Identified at Site:

- Facility is monitored or permitted for air emissions under the Clean Air Act (under AFS/AIRS)

SHWS:

Facility Type:

SITE REMEDIATION PROGRAM

			ORPHAN SUMMARY			
City	EDR ID	Site Name	Sile Address	diZ	Database(s)	Facility ID
DOWNERS GROVE	U001629947		10 S 644 RT 83		UST	2.032810
DOWNERS GROVE	1000907282	DOWNERS GROVE HHW COLLECTION	BELMONT AND CURTISS SITE B	60515	RCRIS-SQG, FINDS	
DOWNERS GROVE	1000101774	MID AMERICA DOOR DISTRIBUTOR	2225 W CURTISS	60515	RCRIS-SQG, FINDS	
DOWNERS GROVE	1001024927	LOVEJOY INC GEAR DIVISION	2431 CURTISS ST	60515	RCRIS-SQG	
DOWNERS GROVE	S101823963	DOWNERS GROVE ICE ARENA LTD. PARTN	ERSHIP5501 WALNUT AVE.		LUST	920115
DOWNERS GROVE	1000708848	CURRAN FRANK J CO	8101 S LEMONT RD	60516	RCRIS-SQG, RCRIS-TSD	
DOWNERS GROVE	\$100052806	AMOCO OIL CO.	2231 MAPLE ST.		LUST	986006
DOWNERS GROVE	1000326117	EMPO MARKETING NO 7450	898 W OGDEN	60515	RCRIS-SQG, FINDS, LUST	901692
DOWNERS GROVE	\$100757935	AMOCO OIL CO.	402 OGDEN AVE.		LUST	932276
DOWNERS GROVE	S100567084	COACHMEN ENTERPRISES INC.	1517 OGDEN AVE.		LUST	931991
DOWNERS GROVE	\$100335677	D&M CORVETTE SPECIALISTS	1804 OGDEN AVE.		LUST	891116
DOWNERS GROVE	S100531474	DELTA SONIC CAR WASH	1415 OGDEN AVE.		LUST	922022
DOWNERS GROVE	S101149107	DOWNERS GROVE NATIONAL BANK	639 OGDEN AVE.		LUST	941555
DOWNERS GROVE	S101275604	JERRY BORG PONTIAC	2300 WEST OGDEN AVE.		LUST	950053
DOWNERS GROVE	S100531481	JOE MADDEN FORD	2150 WEST OGDEN AVE.		LUST	800068
DOWNERS GROVE	\$100054138	THORNTON OIL CORP.	1012 OGDEN		LUST	910323
DOWNERS GROVE	S101823964	IL. STATE TOLL HWY. AUTHORITY	2650 OGDEN AVE.		LUST	902901
DOWNERS GROVE	S101823965	JEWEL FOOD STORES	1148 OGDEN AVE.		LUST	951483
DOWNERS GROVE	S101443672	MT. ATHOS - GRIFFIN PIPE ILF	1400 OPUS LN, SUITE 700	60515	SWFALF	
DOWNERS GROVE	\$101823961	DOWNERS GROVE BANK, HARRY BORMAN T	RUST2521 OGDEN AVE.		LUST	933285
DOWNERS GROVE	U000793372		355 31ST ST		UST	2.024912
DOWNERS GROVE	1000462721	QUALITY ANALYTICAL LABS INC	5157 THATCHER	60515	FINDS, RCRIS-LOG	
DOWNERS GROVE	1000887201	CROSAVE AUTO SUPPLY	5240 THATCHER RD	60515	RCRIS-SOG, FINDS	
DOWNERS GROVE	1000186760	MADDEN JOE FORD	5126 B WALNUT	60518	ACRIS-SOG, FINDS	
DOWNERS GROVE	1000313475	DOWNERS GROVE SAN DIST WWTC	WALNUT & RAILROAD AVES	60515	RCRIS-SQQ, FINDS	
DOWNERS GROVE	1000612764	MONTGOMERY WARD AND CO	5365 S WALNUT	60515	RCRIS-SQG, FINDS	
DOWNERS GROVE	11000793384		WA! N!IT & BAII BOAD AVE		181	090000

GEOCHECK VERSION 2.1 ADDENDUM STATE DATABASE WELL INFORMATION

Water Wells Information:

Distance from TP:

API ID: Latitude:

Lambert X Coord.: Total Deoth: Prod. Formation:

Township: Range: North/South Footage: East/West Footage: Section Quarters:

Elev. Reference: Well Name: Well Number: Permit Number:

0 · 1/8 Mile WNW 120430071500

41.794191 3392285 99

Not Reported 38 10

2500 850 NE Not Reported

Anderson Oscar Not Reported

Into Source:

Longitude: Lambert Y Coord.: Formation at TD:

Section: Township Dir.:

Range Dir.:

N/S Footage Dir.: E/W Footage Dir.: Elevation: Completion Date: Well Status:

Company: Permit Date:

IL State

88.055154 3192166 Not Reported

11 N Ε N Ε 690

01/01/1942 Water Well Neety & Son Not Reported

Distance from TP:

Well ID:

0 - 1/8 Mile SW

182675

Info Source:

IL Private Water Wells Survey

Owner: J JOHANEK Permit: Not Reported

Depth (in feet): 92 County Code: 043 Township: 38N Section: 12 Well Use: Domestic Record Type: Not Reported

Driller: Not Reported Second ID:

Not Reported

Date Drilled: Aquifer Type:

County: Range: Plot Location:

Well Type:

Bedrock DUPAGE 10E 8D

00/00/1925

Distance from TP:

API ID:

Latitude: Lambert X Coord.: Total Depth:

Prod. Formation: Township: Range:

North/South Footage: East/West Footage: Section Quarters: Elev. Reference: Well Name: Well Number:

Permit Number:

1/8 - 1/4 Mile NNW 120430301200

41.796489 3392111 125

Not Reported 38 10

Not Reported Not Reported NW SE NE Not Reported Frank Builders

0

Info Source:

Longitude: Lambert Y Coord.: Formation at TD:

88.055746 3192997 Not Reported 11

Section: Township Dir.: N Ε Range Dir.: N/S Footage Dir.:

E/W Footage Dir.: Elevation: Completion Date: Well Status:

Company: Permit Date: Not Reported Not Reported

IL State

10/01/1972 Water Well K & K Well Drilling

Not Reported

GEOCHECK VERSION 2.1 STATE DATABASE WELL INFORMATION.

Distance from TP:

1/8 - 1/4 Mile NE

Well ID:

182666

Info Source:

IL Private Water Wells Survey

Owner:

DON ERICKSON LOT 15

Permit: Depth (in feet): County Code:

Township:

Section:

Well Use: Record Type: Driller:

Domestic Not Reported **FYKES**

Second ID:

27056

Date Drilled: Aquiter Type:

County: Range: Plot Location: Weil Type:

06/11/1985 Bedrock **DUPAGE** 10E 6E

Distance from TP:

Well ID:

1/8 - 1/4 Mile NE

182667

IL Private Water Wells Survey

Info Source: Owner: Permit:

DON ERICKSON LOT 16 118235 145

043

Depth (in feet): County Code: Township: Section:

38N 12 Well Use: Domestic Record Type: Not Reported Driller: **FYKES**

Second ID:

27057

Date Drilled: Aquifer Type:

County: Range: Plot Location: Well Type:

06/12/1985 Bedrock **DUPAGE** 10E 6E

Distance from TP:

API ID: Latitude: Lambert X Coord.:

120430019900 41.795239 3392278 105

1/8 - 1/4 Mile NNW

Total Depth: Prod. Formation: Not Reported Township: 38 Range: 10 North/South Footage:

East/West Footage: Section Quarters: Elev. Reference:

Well Name: Well Number: Permit Number: 535

840

NE Not Reported McGill Not Reported Info Source:

Longitude: Lambert Y Coord.: Formation at TD:

Section: Township Dir.: Range Dir.: N/S Footage Dir.: E/W Footage Dir.:

Elevation: Completion Date: Well Status: Company: Permit Date:

IL State 88.055158 3192546

Not Reported 11 Ν Ε S Ε 685

01/01/1958 Water Well Randa Wm J Not Reported

Distance from TP:

Well ID:

1/8 - 1/4 Mile WNW

Info Source:

IL Private Water Wells Survey

Owner: Permit:

MR MCGILL

176334

Depth (in feet): County Code: Township: Section: Well Use:

Record Type:

Driller:

Not Reported 105 043 38N 11 **Domestic** Not Reported ARNT

Second ID:

Not Reported

00/00/1958

Date Drilled: Aquifer Type: County:

Plot Location:

Well Type:

Range:

Bedrock DUPAGE 10E 2E

TC1154222.1p Page A2

GEOCHECK VERSION 2.1 STATE DATABASE WELL INFORMATION

Distance from TP:

1/8 - 1/4 Mile WNW

Well ID:

176335

Second ID:

Not Reported

Info Source:

IL Private Water Wells Survey OSCAR ANDERSON LOT 22

Owner: Permit:

Not Reported

Date Drilled: Aquiter Type: 00/00/1942 Bedrock

Depth (in feet): County Code: Township:

043 38N 11

County: Range: Plot Location: DUPAGE 10E 2E

Section: Well Use: Record Type:

Driller:

Domestic Not Reported Well Type:

NEELY &SCHIMELPFENIG

Distance from TP:

1/8 - 1/4 Mile NW

Well ID:

182323

Second ID:

Not Reported

Info Source:

IL Private Water Wells Survey

Owner:

WM & RAYMOND PONSTEIN(CITY WAT

Permit:

Not Reported

Date Drilled:

07/23/1987

Depth (in feet): County Code:

110 043 38N

Aquifer Type: County:

Range:

Bedrock **DUPAGE** 10E

Township: Section:

11 Domestic

Plot Location: Well Type:

1E

Well Use: Record Type: Driller:

Not Reported BRICKEY

GEOCHECK VERSION 2.1 PUBLIC WATER SUPPLY SYSTEM INFORMATION

PWS SUMMARY:

PWS ID:

IL0430552

PWS Status:

Active

Distance from TP: 1/8 - 1/4 Mile SSE

Date Initiated:

Date Deactivated: Not Reported January / 1957

PWS Name:

DUPAGE UTL CMPNY-LISLE OAKVIEW

USLE TWP, IL 60532

Addressee / Facility Type: Not Reported

Facility Name:

Not Reported

Facility Latitude: Facility Latitude:

41 45 00 41 46 51 Facility Longitude: 088 04 05 Facility Longitude: 088 05 03

Facility Latitude:

41 47 28 **USLE TWP** Facility Longitude: 088 03 08

City Served: Treatment Class:

Treated

Population Served: 2,501 - 3,300 Persons

Well currently has or has had major violation(s): No

EPA Waste Codes Addendum

Code	Description
D000	NOT DEFINED
D001	IGNITABLE HAZARDOUS WASTES ARE THOSE WASTES WHICH HAVE A FLASHPOINT OF LESS THAN 140 DEGREES FAHRENHEIT AS DETERMINED BY A PENSKY-MARTENS CLOSED CUP FLASH POINT TESTER. ANOTHER METHOD OF DETERMINING THE FLASH POINT OF A WASTE IS TO REVIEW THE MATERIAL SAFETY DATA SHEET, WHICH CAN BE OBTAINED FROM THE MANUFACTURER OR DISTRIBUTOR OF THE MATERIAL. LACQUER THINNER IS AN EXAMPLE OF A COMMONLY USED SOLVENT WHICH WOULD BE CONSIDERED AS IGNITABLE HAZARDOUS WASTE.
F001	THE FOLLOWING SPENT HALOGENATED SOLVENTS USED IN DEGREASING: TETRACHLOROETHYLENE, TRICHLOROETHYLENE, METHYLENE CHLORIDE, 1,1,1-TRICHLOROETHANE, CARBON TETRACHLORIDE, AND CHLORINATED FLUOROCARBONS; ALL SPENT SOLVENT MIXTURES/BLENDS USED IN DEGREASING CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F002, F004, AND F005, AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.
F002	THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE, CHLOROBENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE, ORTHO-DICHLOROBENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2-TRICHLOROETHANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE LISTED IN F001, F004, OR F005, AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.
F003	THE FOLLOWING SPENT NON-HALOGENATED SOLVENTS: XYLENE, ACETONE, ETHYL ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL ALCOHOL, CYCLOHEXANONE, AND METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT NON-HALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NON-HALOGENATED SOLVENTS, AND, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005, AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.
F004	THE FOLLOWING SPENT NON-HALOGENATED SOLVENTS: CRESOLS AND CRESYLIC ACID, AND NITROBENZENE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE NON-HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F002, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.
F005	THE FOLLOWING SPENT NON-HALOGENATED SOLVENTS: TOLUENE, METHYL ETHYL KETONE, CARBON DISULFIDE, ISOBUTANOL, PYRIDINE, BENZENE, 2-ETHOXYETHANOL, AND 2-NITROPROPANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE NON-HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F002, OR F004; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.
F006	WASTEWATER TREATMENT SLUDGES FROM ELECTROPLATING OPERATIONS EXCEPT FROM THE

EPA Waste Codes Addendum

	-
Code	Description
	FOLLOWING PROCESSES: (1) SULFURIC ACID ANODIZING OF ALUMINUM; (2) TIN PLATING ON CARBON STEEL: (3) ZINC PLATING (SEGREGATED BASIS) ON CARBON STEEL; (4) ALUMINUM OR ZINC-ALUMINUM PLATING ON CARBON STEEL: (5) CLEANING/STRIPPING ASSOCIATED WITH TIN, ZINC AND ALUMINUM PLATING ON CARBON STEEL; AND (6) CHEMICAL ETCHING AND MILLING OF ALUMINUM.
F007	SPENT CYANIDE PLATING BATH SOLUTIONS FROM ELECTROPLATING OPERATIONS
F008	PLATING BATH RESIDUES FROM THE BOTTOM OF PLATING BATHS FROM ELECTROPLATING OPERATIONS WHERE CYANIDES ARE USED IN THE PROCESS.
F009	SPENT STRIPPING AND CLEANING BATH SOLUTIONS FROM ELECTROPLATING OPERATIONS WHERE CYANIDES ARE USED IN THE PROCESS.
F010	QUENCHING BATH RESIDUES FROM OIL BATHS FROM METAL HEAT TREATING OPERATIONS WHERE CYANIDES ARE USED IN THE PROCESS.
F015	NOT DEFINED
F017	NOT DEFINED
U002	ACETONE (I)
U002	2-PROPANONE (I)
U031	1-BUTANOL (I)
U031	N-BUTYL ALCOHOL (I)
U054	NOT DEFINED
U112	ACETIC ACID ETHYL ESTER (I)
U112	ETHYL ACETATE (I)
U140	ISOBUTYL ALCOHOL (I,T)
U140	1-PROPANOL, 2-METHYL- (I,T)
U154	METHANOL (I)
U154	METHYL ALCOHOL (I)
U159	2-BUTANONE (I,T)
U159	METHYL ETHYL KETONE (MEK) (I,T)
U161	METHYL ISOBUTYL KETONE (I)
U161	4-METHYL-2-PENTANONE (I)
U161	PENTANOL, 4-METHYL-
U188	PHENOL

EPA Waste Codes Addendum

Code	Description
U220	BENZENE, METHYL-
U220	TOLUENE
U237	2,4-(1H,3H)-PYRIMIDINEDIONE, 5-[BIS(2-CHLOROETHYL)AMINO]-
U237	URACIL MUSTARD
U238	CARBAMIC ACID, ETHYL ESTER
U238	ETHYL CARBAMATE (URETHANE)
U239	BENZENE, DIMETHYL- (I,T)
U239	XYLENE (I)

To maintain currency of the following federal and state databases. EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Elapsed ASTM days: Provides confirmation that this EDR report meets or exceeds the 90-day updating requirement of the ASTM standard.

FEDERAL ASTM RECORDS:

CERCLIS: Comprehensive Environmental Response, Compensation, and Liability Information System

Source: EPA/NTIS Telephone: 703-603-8904

CERCLIS: CERCLIS contains data on potentially hazardous waste sites that have been reported to the USEPA by states. municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). CERCLIS contains sites which are either proposed to or on the National Priorities List (NPL) and sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 03/31/96 Date Made Active at EDR: 06/03/96 Database Release Frequency: Monthly

Date of Data Arrival at EDR: 04/23/96 Elapsed ASTM days: 41 Date of Last EDR Contact: 11/04/96

ERNS: Emergency Response Notification System

Source: EPA/NTIS Telephone: 202-260-2342

ERNS: Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 06/30/96 Date Made Active at EDR: 11/05/96 Database Release Frequency: Quarterly

Date of Data Arrival at EDR: 08/19/96 Elapsed ASTM days: 78 Date of Last EDR Contact: 11/27/96

NPL: National Priority List

Source: EPA

Telephone: 703-603-8852

NPL: National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC).

Date of Government Version: 06/01/96 Date Made Active at EDR: 07/17/96 Database Release Frequency: Semi-Annually

Date of Data Arrival at EDR: 06/25/96 Elapsed ASTM days: 22 Date of Last EDR Contact: 12/23/96

RCRIS: Resource Conservation and Recovery Information System

Source: EPA/NTIS Telephone: 703-308-7907

RCRIS: Resource Conservation and Recovery Information System. RCRIS includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA).

Date of Government Version: 07/01/96 Date Made Active at EDR: 10/09/96 Database Release Frequency: Semi-Annually

Date of Data Arrival at EDR: 08/07/96 Elapsed ASTM days: 63 Date of Last EDR Contact: 12/04/96

FEDERAL NON-ASTM RECORDS:

CONSENT: Superfund (CERCLA) Consent Decrees

Source: EPA Regional Offices

Telephone: Vanes

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically

by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: Varies

Database Release Frequency: Vanes

Date of Last EDR Contact: Varies

Date of Next Scheduled EDR Contact: 09/01/95

CORRACTS: Corrective Action Report

Source: EPA

Telephone: 703-308-7907

CORRACTS: CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 04/10/95

Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 12/18/96

Date of Next Scheduled EDR Contact: 03/17/97

FINDS: Facility Index System Source: EPA/NTIS Telephone: 703-908-2493

FINDS: Facility Index System. FINDS contains both facility information and "pointers" to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 09/30/95 Database Release Frequency: Quarterly Date of Last EDB Contact: 12/30/96

Date of Next Scheduled EDR Contact: 04/07/97

HMIRS: Hazardous Materials Information Reporting System

Source: U.S. Department of Transportation

Telephone: 202-366-4555

HMIRS: Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 12/31/95 Database Release Frequency: Annually Date of Last EDR Contact: 10/28/96

Date of Next Scheduled EDR Contact: 01/27/97

MLTS: Material Licensing Tracking System Source: Nuclear Regulatory Commission

Telephone: 301-415-7169

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 02/13/96 Database Release Frequency: Quarterly

Date of Last EDR Contact: 10/15/96

Date of Next Scheduled EDR Contact: 01/13/97

NPL LIENS: Federal Superfund Liens

Source: EPA

Telephone: 205-564-4267

NPL LIENS: Federal Superfund Liens. Under the authority granted the USEPA by the Comprehensive Environmental Response. Compensation and Liability Act (CERCLA) of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner receives notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/91

Database Release Frequency: No Update Planned

Date of Last EDR Contact: 11/25/96

Date of Next Scheduled EDR Contact: 02/24/97

PADS: PCB Activity Database System

Source: EPA

Telephone: 202-260-3992

PADS: PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers

of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 08/26/96

Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 08/21/96

Date of Next Scheduled EDR Contact: 02/17/97

RAATS: RCRA Administrative Action Tracking System

Source: EPA

Telephone: 202-564-4104

RAATS: RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued

under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA.

Date of Government Version: 04/17/95

Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 12/16/96

Date of Next Scheduled EDR Contact: 03/17/97

ROD: Records Of Decision

Source: NTIS

Telephone: 703-416-0703

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and

health information to aid in the cleanup.

Date of Government Version: 03/31/95

Database Release Frequency: No Update Planned

Date of Last EDR Contact: 12/02/96

Date of Next Scheduled EDR Contact: 03/03/97

TRIS: Toxic Chemical Release Inventory System

Source: EPA/NTIS Telephone: 202-260-2320

TRIS: Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land

in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/92

Database Release Frequency: Annually

Date of Last EDR Contact: 12/30/96

Date of Next Scheduled EDR Contact: 03/31/97

TSCA: Toxic Substances Control Act

Source: EPA/NTIS Telephone: 202-260-1444

TSCA: Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant

site. USEPA has no current plan to update and/or re-issue this database.

Date of Government Version: 01/31/95 Database Release Frequency: Annually Date of Last EDR Contact: 12/18/96

Date of Next Scheduled EDR Contact: 03/17/97

STATE OF ILLINOIS ASTM RECORDS:

LUST: Leaking Underground Storage Tank Sites Source: Illinois Environmental Protection Agency

Telephone: 217-782-6760

LUST: Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 01/02/96
Date Made Active at EDR: 03/15/96
Database Release Frequency: Semi-Annually

Date of Data Amval at EDR: 02/14/96 Elapsed ASTM days: 30 Date of Last EDR Contact: 12/02/96

SHWS: Category List

Source: Illinois Environmental Protection Agency

Telephone: 217-524-4863

SHWS: State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Date of Government Version: 06/01/96 Date Made Active at EDR: 10/24/96 Database Release Frequency: Semi-Annually

Date of Data Arrival at EDR: 09/09/96 Elapsed ASTM days: 45 Date of Last EDR Contact: 12/02/96

SWF/LF: Available Disposal for Solid Wast in Illinois- Solid Waste Landfills Subject to State Surcharge

Source: Illinois Environmental Protection Agency

Telephone: 217-785-8604

SWF/LF: Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Section 2004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 09/01/95 Date Made Active at EDR: 11/06/95 Database Release Frequency: Annually

Date of Data Arrival at EDR: 10/23/95 Elapsed ASTM days: 14 Date of Last EDR Contact: 11/06/96

UST: STC (State, Town, County) Facility List Source: Illinois State Fire Marshal

Telephone: 217-785-0969

UST: Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 07/31/96 Date Made Active at EDR: 09/25/96 Database Release Frequency: Quarterly Date of Data Arrival at EDR: 08/26/96 Elapsed ASTM days: 30 Date of Last EDR Contact: 09/30/96

STATE OF ILLINOIS NON-ASTM RECORDS:

NIPC: Solid Waste Landfill Inventory

Source: Northeastern Illinois Planning Commission

Telephone: 312-454-0400

NIPC: Solid Waste Landfill Inventory. NIPC is an inventory of active and inactive solid waste disposal sites, based on state, local government and historical archive data. Included are numerous sites which previously had never been identified largely because there was no obligation to register such sites prior to 1971.

Date of Government Version: 08/01/88
Database Release Frequency: No Update Planned

Date of Last EDR Contact: 08/29/94
Date of Next Scheduled EDR Contact: N/A

Historical and Other Database(s)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

Former Manufactured Gas (Coal Gas) Sites: The existence and location of Coal Gas sites is provided exclusively to EDR by Real Property Scan, Inc. @Copyright 1993 Real Property Scan, Inc. For a technical description of the types of hazards which may be found at such sites, contact your EDR customer service representative.

Disclaimer Provided by Real Property Scan, Inc.

The information contained in this report has predominantly been obtained from publicly available sources produced by entities other than Real Property Scan. While reasonable steps have been taken to insure the accuracy of this report, Real Property Scan does not guarantee the accuracy of this report. Any liability on the part of Real Property Scan is strictly limited to a refund of the amount paid. No claim is made for the actual existence of toxins at any site. This report does not constitute a legal opinion.

DELISTED NPL: Delisted NPL Sites

Source: EPA

Telephone: 703-603-8769

DELISTED NPL: The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

NFRAP: No Further Remedial Action Planned

Source: EPA/NTIS Telephone: 703-416-0702

NFRAP: As of February 1995, CERCLIS sites designated "No Further Remedial Action Planned" (NFRAP) have been removed from CERCUS. NFRAP sites may be sites where, following an initial investigation, no contamination was found, contamination was removed quickly without the need for the site to be placed on the NPL, or the contamination was not serious enough to require Federal Superlund action or NPL consideration. EPA has removed approximately 25,000 NFRAP sites to lift the unintended barriers to the redevelopment of these properties and has archived them as historical records so EPA does not needlessly repeat the investigations in the future. This policy change is part of the EPA's Brownfields Redevelopment Program to help cities, states, private investors and affected citizens to promote economic redevelopment of unproductive urban sites.

FRDS: Federal Reporting Data System

Source: EPA/Office of Drinking Water

Telephone: 202-260-2805

FRDS provides information regarding public water supplies and their compliance with monitoring requirements, maximum contaminant levels (MCL's), and other requirements of the Safe Drinking Water Act of 1986.

Area Radon Information: The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

Oil/Gas Pipelines/Electrical Transmission Lines: This data was obtained by EDR from the USGS in 1994. It is referred to by USGS as GeoData Digital Line Graphs from 1:100,000-Scale Maps. It was extracted from the transportation category including some oil, but primarily gas pipelines and electrical transmission lines.

Sensitive Receptors: There are individuals who, due to their fragile immune systems, are deemed to be especially sensitive to environmental discharges. These typically include the elderly, the sick, and children. While the exact location of these sensitive receptors cannot be determined. EDR indicates those facilities, such as schools, hospitals, day care centers, and nursing homes, where sensitive receptors are likely to be located.

USGS Water Wells: In November 1971 the United States Geological Survey (USGS) implemented a national water resource information tracking system. This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on more than 900,000 wells, springs, and other sources of groundwater.

Flood Zone Data: This data, available in select counties across the country, was obtained by EDR in 1994 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

Epicenters: World earthquake epicenters, Richter 5 or greater

Source: Department of Commerce, National Oceanic and Atmospheric Administration

Water Dams: National Inventory of Dams

Source: Federal Emergency Management Agency

Telephone: 202-646-2801

WATER DAMS: National computer database of more than 74,000 dams maintained by the Federal Emergency Management

Agency.

Illinois County Well Data: Cook and DuPage Counties

Source: Illinois State Geological Survey

Telephone: 217-244-2387

Private Well Database and PICS (Public, Industrial, Commercial Survey)

Source: Illinois State Water Survey

Telephone: 217-333-9043

Thomas & Betts Corporation 8155 T&B Blvd. Memphis, TN 38125

Attention: Mr. Om Chopra

Director - Environmental Affairs

Subject: Summary of Site Visit / Compliance Review

TDI Batteries, Inc.

2800 Hitchcock Avenue, Downers Grove, IL

Delta Project No. S098-006-2.0011

Dear Om:

This letter documents the findings from the site visit, environmental compliance and database review completed for the TDI Batteries, Inc. (TDI) facility located at 2800 Hitchcock Avenue in Downers Grove, IL. The work was performed in accordance with my fax to you of March 27, 1998.

TDI Batteries also leases facilities at 2852 Hitchcock Avenue in Downers Grove and 4820 Venture Street in Lisle, Illinois. These facilities were included as part of our site visit and are presented under separate cover.

SITE VISIT / COMPLIANCE REVIEW

The site visit was completed on Wednesday, April 8, 1998, by Mr. Jay Kellis of Thomas & Betts Corp. and Mr. Stephen Zbur of Delta. Mr. Kellis and Mr. Zbur were escorted through the facility by Mr. John McHale, Director of Operations, and Mr. Ron Klint, Environmental Manager for TDI. The intent of the site visit was to evaluate current site conditions and environmental compliance.

Location / Adjacent Properties

The referenced TDI facility consists of approximately 12,000 square feet and is located on a parcel of land that consists of approximately one acre. The facility was constructed in 1990. Mr. McHale indicated that TDI has occupied the facility since 1997 and that the facility was previously used for newspaper distribution.

Based on a review of the Wheaton, Illinois United States Geological Survey quadrangle map, surface elevation at the site is approximately 695 feet above mean sea level with a downward slope to the north. The facility is located in an area of Downers Grove that is zoned as office, research and manufacturing. The facility is bordered to the north by a residential dwelling, to the east by a vacant grass area and the Village of Downers Grove Department of Public Works, to the south by Grace Masonry and to the west by Diamond Web printing company.

Summary of Site Visit / Compliance Review TDI Batteries, Inc. 2800 Hitchcock Avenue Downers Grove, IL Page 2

The facility consists of a one-story masonry structure and includes the following areas:

- shipping/receiving/warehousing;
- battery production;
- maintenance;
- research and development; and,
- office.

Site photographs, which were obtained of the exterior portion of the facility, are included as Attachment A. At the request of Mr. McHale, photographs of the interior portion of the building were not obtained due to potential proprietary issues.

Process

The main process at this facility includes the research and development (R&D) and eventual pilot production associated with lithium ion metal batteries. The battery production process includes the lamination of carbon black to anodes and cathodes using a polymer substrate, and producing battery groups or bicells. The groups are then immersed in a methanol bath in order to remove the plastics from the substrate. An aluminum casing is crimped around the battery group and electrolyte added in the dry room. The batteries are charged with nitrogen and processed through a trim station to remove the gas from the charged envelope. The batteries are then tested and packaged for shipment.

The methanol bath is performed using a solvent recovery system. The system was installed in 1997 and brought online in early 1998. The system consists of six storage units and the washing chamber. Each unit contains various amounts and quality of methanol ranging from pure methanol through various stages of wash/used methanol and a final methanol distillation unit. Methanol is received in 55-gallon drums and is manually pumped into the recovery system.

The recovery system is closed-looped and is constructed in a separate, intrinsically-safe constructed building located immediately east of the main building. According to Mr. Klint, specific design and specifications of the building were approved by the Downers Grove Fire Department prior to construction. Secondary containment is present beneath the entire building. Mr. Klint indicated that a maximum of 440 gallons of methanol are permitted to be stored in the facility. Mr. Klint also indicated the potential hazardous waste streams generated from the solvent recovery process consist of accumulated still bottoms. Due to the limited use of the unit, TDI has not disposed of still bottoms.

The R&D laboratory includes the associated testing and development of the various types of batteries. An R&D carbon spray booth is also included in this area. The spray booth is used to apply and evaluate various types of cations and anions as part of the development process. Acetone and methanol are used in the laboratory and are stored in containers that are less than five gallons in capacity. Mr. Klint indicated that spent laboratory reagents are transported to a 55-gallon drum (in the warehouse area) for accumulation prior to off-site disposal as a hazardous waste. Review of the accumulation drum did not reveal the presence of a hazardous waste label or the accumulation start date. Numerous containers (estimated maximum capacity of 5 gallons) labeled as laboratory "waste" were observed in the shelves within the laboratory. These wastes did not contain a hazardous waste labels or accumulation start dates.

Discarded batteries from TDI's two other assembly facilities are transported to the warehouse at this location and stored prior to transportation by an off-site vendor.

The facility is heated by electricity and has been connected to municipal water since the building was constructed.

Summary of Site Visit / Compliance Review TDI Batteries, Inc. 2800 Hitchcock Avenue Downers Grove, IL Page 3

According to TDI personnel, the research laboratory was previously used by the newspaper distribution facility as a vehicle garage and loading area. Floor drains, which were present in this area, had been sealed and reportedly discharged to an underground oil/water separator that is present beneath the laboratory area. This separator was taken out-of-service by the property owner prior to TDI's occupancy. TDI did not perform soil or ground water sampling around the perimeter of the oil/water separator prior to taking occupancy of the facility. Based on the fact that the separator was taken out of service prior to occupancy by TDI and Thomas & Betts, the potential risk associated with this system is minimal.

Hazardous Materials

The following hazardous materials were observed during our site visit: methanol, volatile organic compounds (used in laboratory reagents), nickel, cadmium, lithium and nitrogen.

Hazardous / Universal / Solid Waste

TDI has not manifested or handled solid waste as a potential hazardous waste since the R&D process was initiated. Potential hazardous waste streams include still bottoms recovered from the solvent recovery system and spent laboratory reagents. The hazardous waste generator status (conditionally exempt, small or large) has yet to be determined. TDI does have an EPA generator ID number (ILR000021758) for this facility. This number was received due to the previous universal waste shipments.

Discarded batteries have been managed as a universal waste since 1996. Prior to 1996, discarded batteries wee handled as a solid waste and disposed of at BFI's Green Valley County Landfill or the Joliet County Landfill.

Discarded batteries are containerized in labeled 55-gallon drums within the warehouse area. These batteries are segregated into lithium, nickel cadmium, nickel metal hydride, lead acid and others at each TDI facility. These batteries are produced from operations at this TDI facility and the assembly activities at TDI's other two facilities (located at 2852 Hitchcock Avenue in Downers Grove and 4820 Venture Street in Lisle). The full drums are then transported to this facility for storage until shipment is arranged. According to facility personnel, TDI managed approximately 230 drums of residual waste (cumulative amount from this facility and the Lisle facility) in 1997. Assuming an average weight of 700 lbs. per drum, the facility managed an estimated total of 161,000 lbs. of batteries as a universal waste.

The universal waste regulations (40 CFR, Part 273) describe a large quantity handler of a universal waste as one that accumulates more than 11,000 lbs. of universal waste at any time. TDI personnel indicated that they believe they are a large quantity handler of universal waste and have focused on complying with large quantity handler requirements. Review of bills of lading provided by TDI indicate that this facility is a large quantity handler of universal waste. Documentation was not available with respect to demonstrating compliance with accumulation time limits (one year), proper labeling and employee training.

The maintenance area included various tools and machines associated with the routine maintenance requirements for the facility. One air compressor is also present in this area. Stained concrete was not observed around the compressor. TDl personnel indicated that the used oil and filters are disposed of at an off-site recycling facility.

Summary of Site Visit / Compliance Review TDI Batteries, Inc. 2800 Hitchcock Avenue Downers Grove, IL

Page 4

Wastewater / Stormwater

Process wastewater is not generated as part of the assembly activities. Floor drains were not observed in the manufacturing area. Domestic wastewater is discharged to the Downers Grove municipal wastewater facility.

The R&D assembly process does not reportedly generate waste waters other than mop water that is derived from routine cleaning of the facility floors. This mop water is discarded into the municipal wastewater treatment system. Compressor condensate is reportedly discharged to the Downers Grove municipal wastewater treatment system.

The facility does not have a stormwater permit and is not subject to stormwater permitting requirements (based on their SIC code of 3691) as long as raw material, intermediate or final products are not exposed to stormwater. Our site reconnaissance along the exterior portion of the facility did not indicate the presence of raw material, intermediate or final products as being exposed to stormwater, with the exception of five empty 55-gallon drums, which previously contained methanol (located along the north side of the building). Mr. Klint indicated that arrangements were being made to remove and properly dispose of these drums.

EPCRA

The facility has not filed emergency planning notifications and material safety data sheets (MSDS) reporting (EPCRA Sections 302, 303, 304 and 311), Tier II or toxic release inventory reports since they do not store extremely hazardous substances at or over the threshold planning quantities.

Based on our review of the process and the quantities of methanol stored at the facility, it appears that the facility does not manufacture, use or store amounts of extremely hazardous or toxic chemicals that exceed the threshold planning or reporting quantities.

Air

The facility does not have any air permits. Our review of the facility did reveal the presence of a discharge vent associated with the carbon spray booth. Mr. Klint indicated that this vent does not require an air permit since it is used for R&D purposes.

According to Mr. Klint, an operating permit has not been obtained for the solvent recovery system. Mr. Klint has had discussions with the Illinois Environmental Protection Agency (IEPA) regarding permit status. The IEPA has verbally indicated that a permit is not required since the system is considered "closed-loop". The IEPA has also indicated that a maximum of three gallons per day may be lost out of the solvent recovery system. Limitations for product usage would be included as part of an operating permit. Follow-up discussions with the IEPA should be conducted in order to verify, if any, air permitting requirements.

Storage Tanks

Underground storage tanks (USTs) are not present at the facility. TDI has not used (or is not aware of) USTs since they took occupancy of the building.

Notice Of Violations

TDI has never received a notice of violation from OSHA, the Illinois or Federal Environmental Protection Agency. Asbestos

Summary of Site Visit / Compliance Review TDI Batteries, Inc. 2800 Hitchcock Avenue Downers Grove, IL Page 5

Presumed Asbestos Containing Material (PACM) was not observed in the facility. An asbestos survey has not been performed in order to determine the presence or absence of PACM. Based on the construction date of the facility, the potential of PACM is minimal.

Polychlorinated Biphenyls

Transformers were not observed at the facility, therefore, the potential presence of polychlorinated biphenyls is minimal.

DATABASE REVIEW

Delta retained Environmental Data Resources, Inc. (EDR) to conduct a search of federal and state environmental databases to identify facilities of potential environmental concern located within one mile of the subject property. A copy of the EDR report is included as Attachment B and a complete list and description of all databases searched can be found at the end of the report. In addition, EDR also performed a search to determine if coverage was provided for Sanborn Fire Insurance maps, historical aerial photographs and topographic maps of the site and surrounding areas.

Subject Site

The subject property was not listed in any of the databases search by EDR.

Surrounding Properties

The Public Works Department (located at 5101 Walnut Avenue) was identified in the registered UST database search within 1/4 mile of TDI. The USTs at the Public Works facility are located approximately 200 feet southeast of the TDI property.

The EDR database search indicated the presence of six leaking UST sites at distances between 1/4 and 1/2 mile from the site. One small quantity generator of hazardous waste (J&C Auto Service, located at 821 Ogden Avenue) was identified in the database search within 1/4 to 1/2 mile of the site. No hazardous waste violations have been reported for J&C Auto Service.

Based on the distance from the TDI facility to the leaking UST sites, the potential impact to the TDI facility is minimal.

Sanborn Maps / Historical Aerial Photographs / Historical Topographic Maps

Coverage of Sanborn Fire Insurance maps and historical topographic maps were not available for the site. Historical aerial photographs were obtained for the following years: 1976, 1986, 1993 and 1997. Review of the 1976 and 1986 photographs indicate that the site is undeveloped. An unpaved road is present in the west portion of the site in the 1986 photograph. This road appears to connect the property located immediately north of the TDI facility with Hitchcock Avenue. The 1986 photograph indicated residential/light industrial facilities located immediately west and north of the TDI property. Residential dwellings are located immediately east and south of the TDI property. Review of the 1993 and 1997 aerial photographs indicate the presence of the current TDI facility and the adjacent building to the west of the facility that currently houses Diamond Web Printing. The Village of Downers Grove Public Works building and associated USTs are not present in the 1993 aerial photograph.

Summary of Site Visit / Compliance Review TDI Batteries. Inc.

2800 Hitchcock Avenue Downers Grove, IL.

Page 6

Review of the aerial photographs did not reveal any areas of potential environmental concern associated with the site any of the contiguous properties, with the exception of the USTs currently in-service at the Downers Grove

Public Works Department.

CONCLUSIONS / RECOMMENDATIONS

The results of the site visit and database search do not warrant a Phase II assessment (sampling of soil, ground water or potential ACM). Based on the results of the compliance overview, the following recommendations are provided:

• The reported maximum storage capacity of methanol (440 gallons) permitted to be stored at the facility should be confirmed, in writing, from the Downers Grove Fire Department. A written management system

should be implemented in order to ensure the capacity is not exceeded.

The IEPA should be contacted to clarify permitting requirements, if any, for the carbon spray booth and the

methanol recovery system.

A hazardous waste management system should be prepared and implemented to ensure that all requirements regarding hazardous waste generation, accumulation, record keeping and labeling are

occurring.

• The handling/disposal processes associated with the mop water and used light bulbs should be determined

in order to ensure that proper characterization, disposal and documentation are occurring.

• A management system should be prepared and implemented to ensure that TDI is in compliance with all

requirements for large quantity handlers of universal waste.

Table 1 summarizes the recommendations referenced above and includes a potential resolution and cost range for

each.

Please contact me if you have any questions regarding this report.

Sincerely,

DELTA ENVIRONMENTAL CONSULTANTS, INC.

Stephen A. Zbur, P.G.

Project Manager

TABLE 1

TDI Batteries, Inc.

Environmental Findings Summary

Company: Location:

TDI Batteries, Inc.

2800 Hitchcock Avenue, Downers Grove, IL

Facility Size:

12,000 sq. feet on 1 acre

Product:

Production, research and development of lithium

ion batteries.

Completed by:

Steve Zbur

Date Prepared:

May 4, 1998

Activities Completed:

Performed site reconnaissance on April 9, 1998,

interviewed director of operations and environmental

manager

Finding nsufficient documentation with espect to maximum storage capacity f methanol.	Resolution The Downers Grove Fire Department should be contacted to obtain written correspondence regarding the maximum amount of methanol permitted to be stored at the facility. A written management system should	Minimum \$ 500	Cost Range Maximum \$ 3,000	Estimate \$2,000	Facility personnel have indicated that the Downers Grove Fire Department will permit a maximum of 440
espect to maximum storage capacity	should be contacted to obtain written correspondence regarding the maximum amount of methanol permitted to be stored at the facility.	\$ 500	\$ 3,000	\$2,000	the Downers Grove Fire Department will permit a maximum of 440
	also be implemented in order to ensure that the capacity is not exceeded.				gallons of methanol to be stored at the facility.
Vritten documentation regarding mission rates from the methanol ecovery system have not been ocumented in writing.	Contact Illinois EPA to clarify permitting requirements, if any, for the carbon spray booth and the methanol recovery system. Mr. Klint has indicated that a maximum of three gallons per day of methanol may be lost due to evaporation from the solvent recovery system.	\$ 500	\$ 4,000	\$ 2,500	
n	nission rates from the methanol covery system have not been	ritten documentation regarding dission rates from the methanol covery system have not been cumented in writing. Contact Illinois EPA to clarify permitting requirements, if any, for the carbon spray booth and the methanol recovery system. Mr. Klint has indicated that a maximum of three gallons per day of methanol may be lost due to evaporation from the	ritten documentation regarding dission rates from the methanol covery system have not been cumented in writing. Contact Illinois EPA to clarify permitting requirements, if any, for the carbon spray booth and the methanol recovery system. Mr. Klint has indicated that a maximum of three gallons per day of methanol may be lost due to evaporation from the	ritten documentation regarding dission rates from the methanol covery system have not been cumented in writing. Contact Illinois EPA to clarify permitting requirements, if any, for the carbon spray booth and the methanol recovery system. Mr. Klint has indicated that a maximum of three gallons per day of methanol may be lost due to evaporation from the	ritten documentation regarding dission rates from the methanol covery system have not been cumented in writing. Contact Illinois EPA to clarify permitting requirements, if any, for the carbon spray booth and the methanol recovery system. Mr. Klint has indicated that a maximum of three gallons per day of methanol may be lost due to evaporation from the

ENVIRONMENTAL FINDINGS

TDI Batteries, Inc. 2800 Hitchcock Avenue Downers Grove, IL Page 2

		Potential	Potential (Cost Range	Best	
No.	Finding	Resolution	Minimum	Maximum	Estimate	Comments
3	Hazardous waste accumulation and labeling requirements are inadequate. One 55-gallon drum that contains spent laboratory reagents is present in the warehouse. This drum did not contain a label identifying the contents as hazardous waste, nor did it contain the accumulation start date.	Prepare and implement a hazardous waste management system to ensure that all requirements regarding hazardous waste accumulation, recordkeeping and labeling are occurring. The facility should monitor hazardous waste accumulation rates, to ensure that generator status and associated requirements are appropriately applied and adhered to.	\$ 1,000	\$ 3,000	\$ 2,000	
4	Waste characterization incomplete. Fluorescent and halogen light bulbs are disposed of with the municipal waste. Wash water obtained from mop buckets is discarded to the municipal sewer. These waste streams have not been characterized to determine appropriate classification, handling and disposal options (hazardous, solid or universal waste).	Characterize waste based on knowledge or testing; modify handling/disposal practices as appropriate.	\$ 500	\$ 3,000	\$ 1,500	Evaluate need for practices to be changed upon acquisition.
5	Insufficient documentation regarding requirements for large quantity handlers of universal waste. TDI is not currently performing or documenting the following universal waste requirements for large quantity handlers: Iabeling (universal waste battery containers must be labeled with	Establish a streamlined universal waste management system to ensure that all requirements for large quantity handlers are being satisfied.	\$1,000	\$4,000	\$3,000	

ENVIRONMENTAL FINDINGS

TDI Batteries, Inc. 2800 Hitchcock Avenue Downers Grove, IL Page 3

		Potential	Potential C	Cost Range	Best	
No.	Finding	Resolution	Minimum	Maximum	Estimate	Comments
	one of three phases); accumulation time limits (earliest date that universal wastes are placed into the container are not documented); and, employee training (large quantity handlers of universal waste must be sure that all employees are thoroughly familiar with proper waste handling and emergency procedures).					
	TOTALS		\$ 3,500	\$ 17,000	\$ 11,000	

May 4, 1998

Thomas & Betts Corporation 8155 T&B Blvd. Memphis, TN 38125

Attention: Mr. Om Chopra

Director - Environmental Affairs

Subject: Summary of Site Visit / Compliance Review

TDI Batteries, Inc.

2852 Hitchcock Avenue, Downers Grove, IL

Delta Project No. S098-006-2.0011

Dear Om:

This letter documents the findings from the site visit, environmental compliance and database review completed for the TDI Batteries, Inc. (TDI) facility located at 2852 Hitchcock Avenue in Downers Grove, IL. The work was performed in accordance with my fax to you of March 27, 1998.

TDI Batteries also leases facilities at 2800 Hitchcock Avenue in Downers Grove and 4820 Venture Street in Lisle, Illinois. These facilities were included as part of our site visit and the findings are presented under separate cover.

SITE VISIT / COMPLIANCE REVIEW

The site visit was completed on Wednesday, April 8, 1998, by Mr. Jay Kellis of Thomas & Betts Corp. and Mr. Stephen Zbur of Delta. Mr. Kellis and Mr. Zbur were escorted through the facility by Mr. John McHale, Director of Operations, and Mr. Ron Klint, Environmental Manager for TDI. The intent of the site visit was to evaluate current site conditions and environmental compliance.

Location / Adjacent Properties

The referenced TDI facility consists of approximately 25,000 square feet and is located on a parcel of land that consists of approximately two acres. The facility was constructed in 1988. Mr. McHale indicated that TDI has occupied the western third of the facility since 1988. Operations were expanded in 1992 and 1995 to encompass the entire building. Mr. McHale indicated that a stationery distribution company operated in the central and east portions of the building prior to TDI's expansion in the early 1990's.

Based on a review of the Wheaton, Illinois United States Geological Survey quadrangle map, surface elevation at the site is approximately 700 feet above mean sea level with a downward slope to the north. The facility is located in an area of Downers Grove that is zoned as office, research and manufacturing. The facility is bordered to the north by a stormwater retention area (that collects stormwater runoff from Interstate 355), to the east by an underground utility/pipe contractor, to the south by Neuco, Inc. (distributor of automatic controls) and Autobody Unlimited and to the west by a crane distributor. A portion of the adjacent western property (crane distributor) is utilized by TDI for employee and visitor parking.

Summary of Site Visit / Compliance Review TDI Batteries, Inc. 2852 Hitchcock Street Downers Grove, IL Page 2

The facility consists of a one-story masonry structure and includes the following areas:

- shipping/receiving/warehousing;
- assembly area;
- machine shop; and,
- office/management area.

Site photographs, which were obtained during the site walk-over, are included as Attachment A.

Process

The facility assembles battery packs for cellular phones, computers and other various electronic equipment. The process includes the assembly of nickel cadmium (NICAD), nickel metal hydride (NMH) and lithium battery packs. Lead-based batteries are also received intact, tested and sent to customers.

The process includes the following steps:

Shipping/Receiving/Warehousing

Materials are shipped and received from loading docks located on the north side of the building. The main materials utilized in the assembly process include preassembled battery cells and associated assembly material including water-based glues, copper wires, solder, tape and premolded plastic parts.

Assembly Area

The assembly process includes gluing and heat shrink-wrapping the battery cells together, adding a resistance weld solder and associated negative/positive wires (used to electronically connect the cells) and inserting the assembled batteries into the premolded finished plastic housing for final assembly. Upon successfully completing the assembly, a final electrical test is performed to ensure that the battery is operating properly.

Lead-based batteries are received intact from the battery manufacturers. The negative/positive wire connections are added to the lead batteries. The batteries are then tested and distributed to customers for use in various electrical equipment.

An engineering design and prototyping department are present in the southeast portion of the assembly area. These departments focus on new product development and engineering.

Machine Shop/Maintenance Area

This area includes numerous welding stations, crimping machines and grinding apparatuses used to produce tools for the assembly and testing process. In addition, one 55-gallon drum of isopropyl alcohol (IPA) is stored in this area within a fireproof container that includes secondary containment.

The facility is heated by electricity and has been connected to municipal water and sewer since the building was constructed in 1988.

Summary of Site Visit / Compliance Review TDI Batteries, Inc.
2852 Hitchcock Street Downers Grove, IL Page 3

Hazardous Materials

The assembly process requires the use of IPA for battery component cleaning. IPA is transported from the 55-gallon drum to various size spray bottles for use in the assembly area. Reusable cloth rags are then used to remove the residual IPA from the battery components. The used rags are stored in various containers throughout the assembly area and are periodically collected and transported to an off-site laundry facility for cleaning.

Various other small quantities of solvents were observed in a second fireproof cabinet. These included, but were not limited to, mineral spirits, acetone and 1,2-dichloroethane (in containers with a capacity of five gallons or less). TDI personnel indicated that these products are used periodically to clean various portions of the battery components.

In addition, the facility uses the following hazardous materials: nickel, cadmium, lead and other various small amounts of solvents.

Hazardous / Solid / Universal Wastes

As part of the assembly process, TDI does not routinely generate solid waste as a potential hazardous waste. Facility personnel indicated that, in the past, small quantities of solvents (typical to those identified in the machine shop area) have been disposed of as hazardous waste. The quantity of hazardous waste disposed has resulted in TDI retaining the status of conditionally exempt small quantity generator. This facility does not have an EPA generator identification number.

One air compressor is present in northeast portion of the facility. Compressor oil was observed in an open pail beneath an air filter. Stained concrete was observed around the perimeter of the compressor. TDI personnel indicated that the used oil and filters are disposed of at an off-site oil recycling facility.

The facility is a small quantity handler of universal waste. Discarded batteries are transported to TDI's facility at 2800 Hitchcock Avenue for temporary storage and off-site disposal at a permitted facility. Discarded batteries have been managed as a universal waste since 1996. Prior to 1996, discarded batteries were handled as a solid waste and disposed of BFI's Green Valley County Landfill or the Joliet County Landfill.

Air filters associated with the soldering/welding lines are managed as a non-hazardous solid waste and mop water is discarded to the municipal wastewater treatment system. Used florescent and halogen light bulbs are also managed as a solid waste. These waste streams have not been characterized.

Wastewater / Stormwater

Process wastewater is not generated as part of the assembly activities. Floor drains or sinks were not observed in the assembly area. Compressor condensate is reportedly discharged to the Downers Grove municipal wastewater treatment system.

The assembly process does not generate wastewater other than mop water that is derived from routine cleaning of the facility floors. This mop water is also discarded into the municipal wastewater treatment system. Domestic wastewater is discharged to the Downers Grove municipal wastewater facility.

The facility does not have a stormwater permit and is not subject to stormwater permitting requirements (based on their SIC code of 3691) as long as raw material, intermediate or final products are not exposed to stormwater. Our site reconnaissance along the exterior portion of the facility did not indicate the presence of raw material, intermediate or final products as being exposed to stormwater.

Summary of Site Visit / Compliance Review TDI Batteries, Inc. 2852 Hitchcock Street Downers Grove, IL Page 4

Storm water runoff is directed toward a retention pond located in the north portion of the property. A second retention pond is located immediately north of the property. This pond reportedly contains runoff from Interstate 355.

EPCRA

The facility has not filed emergency planning notifications and material safety data sheets (MSDS) reporting (EPCRA Sections 302, 303, 304 and 311) since they do not store extremely hazardous substances at or over the threshold planning quantities. The facility has not filed Tier II or toxic release inventory reports and, based on current processes, are exempt from reporting since potential extremely hazardous substances are received as part of the batteries and not released from the battery during assembly. MSDS are maintained adjacent to the maintenance/machine shop area but not readily available to personnel.

Air

The facility does not have any air permits. Review of the facility did not reveal the presence of process-related vents that discharge to the atmosphere. Various types of weld soldering material are used in the process. These materials contain various amounts of metals such as lead and silver. Exhaust vents and associated filters are present beneath the lines. The filtered air is recirculated through the building interior. Potentials to emit for volatile organic compounds (from the isopropyl alcohol usage) and metals from the weld soldering materials have not been determined.

Storage Tanks

Above and underground storage tanks (USTs) are not present at the facility. TDI has not used (or is not aware of) USTs since they took occupancy of the building. Registered USTs were not included on the database for the TDI facility.

Notice Of Violations

TDI has never received a notice of violation from OSHA, the Illinois or Federal Environmental Protection Agency.

Asbestos

Presumed Asbestos Containing Material (PACM) was not observed in the facility. An asbestos survey has not been performed in order to determine the presence or absence of ACM. Based on the construction date of the facility, the potential of PACM is minimal.

Summary of Site Visit / Compliance Review TDI Batteries, Inc. 2852 Hitchcock Street Downers Grove, IL

Page 5

Polychlorinated Biphenyls

Four pad-mounted transformers are located on the west portion of the building. The transformers did not contain labels that identified the transformers as containing polychlorinated biphenyls (PCBs) or not. Based on the age of the facility, the potential of these units to be classified as PCB transformers is minimal.

DATABASE REVIEW

Delta retained Environmental Data Resources, Inc. (EDR) to conduct a search of federal and state environmental databases to identify facilities of potential environmental concern located within one mile of the subject property. A copy of the EDR report is included as Attachment B and a complete list and description of all databases searched can be found at the end of the report. In addition, EDR also performed a search to determine if coverage was provided for Sanborn Fire Insurance maps, historical aerial photographs and topographic maps of the site and surrounding areas.

Subject Site

The subject property was not listed in any of the databases search by EDR.

Surrounding Properties

The Village of Downers Grove (Public Works Department located at 5101 Walnut Avenue) was identified in the registered UST database search within 1/4 mile of TDI. The Public Works Department is located approximately 800 feet east of the facility.

The EDR database search indicated the presence of six leaking UST sites at distances between 1/4 and 1/2 mile from the site. One small quantity generator of hazardous waste (J&C Auto Service, located at 821 Ogden Avenue) was identified in the database search within 1/4 to 1/2 mile of the site. No hazardous waste violations have been reported for J&C Auto Service.

Based on the distance from the TDI facility to the leaking UST sites, the potential impact to the TDI facility is minimal.

Sanborn Maps / Historical Aerial Photographs / Historical Topographic Maps

Coverage of Sanborn Fire Insurance maps and historical topographic maps were not available for the site. Historical aerial photographs were obtained for the following years: 1976, 1986, 1993 and 1997. Review of the 1976 photograph indicates that the south portion of the site contains a structure that appears to have served as a residential dwelling. The remainder of the site is undeveloped and consists of cleared grass areas. Review of the 1986 photograph indicates the continued presence of the site structure identified in the 1976 aerial photograph and also indicates that the northern portion of the facility had been cleared of surface vegetation (interpreted to be the initial preparation of the existing stormwater detention pond that was constructed as part of the construction of Interstate 355). Review of the 1993 and 1997 aerial photographs indicate the presence of the current TDI facility and associated stormwater detention pond located immediately north of the facility. All contiguous dwellings observed during the site reconnaissance are present in the 1993 and 1997 aerial photographs.

Review of the aerial photographs did not reveal any areas of concern associated with the site or any of the contiguous properties.

Summary of Site Visit / Compliance Review TDI Batteries, Inc. 2852 Hitchcock Street Downers Grove, IL Page 6

Potential Superfund Liability

Discarded batteries were disposed of at one of two solid waste landfills from 1986 through 1996. A review of EPA's Superfund Enforcement Tracking System (a database that lists the potential responsible parties recorded by EPA at Superfund sites) was searched by EDR. TDI was not listed as a potential responsible party at any of the current Superfund sites within the United States.

CONCLUSIONS / RECOMMENDATIONS

The results of the site visit and database search do not warrant a Phase II assessment (sampling of soil, ground water or potential ACM). Based on the results of the compliance overview, the following recommendations are provided:

- The handling/disposal processes associated with the soldering air filters, mop water and used light bulbs should be determined in order to ensure that the proper characterization, disposal and documentation are occurring.
- MSDS should be made readily available to assembly personnel.
- The potential to emit for volatile organic compounds (from the isopropyl alcohol usage) and metals have not been determined.

Table 1 summarizes the recommendations referenced above and includes a potential resolution and cost range for each.

Please contact me if you have any questions regarding this report.

Sincerely,

DELTA ENVIRONMENTAL CONSULTANTS, INC.

Stephen A. Zbur, P.G. Project Manager

TABLE 1

TDI Batteries, Inc.

Environmental Findings Summary

Company:

TDI Batteries, Inc.

Location:

2852 Hitchcock Avenue, Downers Grove, IL

Facility Size:

25,000 sq. ft., on 2 acres

Product: Assembly of battery packs for cellular phones,

computers and other miscellaneous electronic

equipment

Completed by:

Date Prepared:

Activities Completed:

Steve Zbur May 4, 1998

Performed site reconnaissance on April 9, 1998,

interviewed director of operations and environmental

manager

		Potential	Potential (Cost Range	Best		
No.	Finding	Resolution	Minimum	Maximum	Estimate	Comments	
1	Waste characterization incomplete - filters from the soldering and welding process and fluorescent and halogen light bulbs are disposed of with the municipal waste. Washwater obtained from mop buckets is discarded to the municipal sewer. These waste streams have not been characterized to determine appropriate classification, handling and disposal options (hazardous, solid or universal waste).	Characterize waste based on knowledge or testing; modify handling/disposal practices as appropriate. The facility should obtain an EPA identification number for future disposal of hazardous waste.	\$0	\$3,000	\$1,500	Evaluate need for practices to be changed upon acquisition	
2	Material safety data sheets (MSDS) are not readily available to assembly personnel. MSDS are currently stored adjacent to the machine shop area.	Update the master MSDS to include and segregate materials that are currently used from those materials that are no longer used. Copies of MSDS should be strategically located throughout the facility in order to ensure that the sheets are readily available to facility personnel.	\$0	\$1,500	\$1,000		

ENVIRONMENTAL FINDINGS

TDI Batteries, Inc. 2852 Hitchcock Street Downers Grove, IL Page 2

No.	Finding	Potential Resolution	Potential (Minimum	Cost Range Maximum	Best Estimate	Comments
3	The potential to emit calculations for volatile organic compounds (isopropyl alcohol) and metals have not been determined.	Conduct an air emissions inventory. Apply for permits as appropriate.	\$ 500	\$ 3,000	\$ 2,000	
	TOTALS		\$ 500	\$ 7,500	\$ 4,500	